TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 643.

GEORGE CHORPENNING, APPELLANT,

VS.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

FILED MAY 6, 1876.

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1 In the Court of Claims of the United States.

Original petition.—Filed August 21, 1875.—J. R.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

Original petition as amended March 13, 1876.

To the honorable the judges of the Court of Claims:

The petition of George Chorpenning, a citizen of the United States and of the State of Pennsylvania, respectfully represents:

That your petitioner and one Absalom Woodward (soon after deceased) entered into a contract with the United States, through the Post-Office Department, for carrying the mails between Sacramento City, California, and Salt Lake City, in the Territory of Utah, for the term commencing on the 1st day of May, A. D. 1851, and ending on the 30th day of June, 1854; that at the expiration of this first contract your petitioner, himself alone, entered into a second contract to carry the mails from Salt Lake City, in Utah Territory, to San Pedro, in the State of California, for the term of four years, from July 1st, 1854, to June 30th, 1858; and that by reason of great changes and alter-

2 ations becoming necessary during the performance of service under the two contracts aforesaid, requiring your petitioner to perform other greater and different services than those stipulated and provided for in said contracts, whereby the cost to your petitioner was greatly increased and enhanced, and also by reason of action of the then Postmaster-General, who, on the 19th day of November, 1852, without just cause, and to the great loss, detriment, and damage of your petitioner, having annulled this said first contract, he thereby became justly entitled to compensation for such extra and additional services as were required of and performed by him under said contracts; as also to such damages as were entailed upon him by reason of the unjust annulment, as before cited.

That the then Postmaster-General having no appropriation at his command for the payment of the extra work performed, and because of the fact that a general outbreak among the Indians all through the frontier country, whereby the various mail-trains were without protection, and the cost of transportation having been largely enhanced, and for which Congress had already increased the pay of all the other contractors engaged in such mail-service, directed your petitioner to apply to Congress for relief. Whereupon your petitioner presented his memorial to Congress in this behalf, and after due deliberation the following act was passed:

"An act for the relief of George Chorpenning, jr.

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster-General be, and is hereby, required to adjust and settle the claim

3 of said Chorpenning, as surviving partner of Woodward & Chorpenning, in his own right, for carrying the mails by San Pedro, and for supplying the post-office in Carson's Valley, and also for carrying a part of the Independence mail by California, allowing a pro-rata increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried

by California during all the time when said services were performed as shown by the affidavits and proofs on file in the House of Representatives.

"SEC. 2. And be it further enacted, That the Postmaster-General be, and is hereby, required to adjust and settle the claim of said Chorpenning, as surviving partner of Woodward & Chorpenning, for damages on account of annulment or suspension of Woodward & Chorpenning's contract for carrying the United States mail from Sacramento, in California, to Salt Lake, in Utah Territory, as shown in the affidavits and proofs on file in the House of Representatives.

"SEC. (3) 4. And be it further enacted, That the Postmaster-General be required to allow and pay to said Chorpenning his full contract-pay during the suspension of Woodward & Chorpenning's contracts, from the fifteenth day of March, eighteen hundred and fifty-three, to the first of July of the same year; and also to allow and pay to said Chorpenning thirty thousand dollars per annum from the first day of July, eighteen hundred and fifty-three, when he resumed service under the contract of Woodward & Chorpenning, down to the termination of his present contract, which said sum of thirty thousand dollars per annum shall be in lieu of the contract-pay under both contracts. And the sums in this act authorized to be allowed shall be paid out of the Treasury.

"Approved March 3, 1857." (16th Stats. at Large, p. 673.)

That thereupon your petitioner presented and submitted his case, with the proofs in relation to the same as provided in said act, to
4 the Postmaster-General, who, after an examination, allowed, adjudged, and awarded to your petitioner on the 25th day of May, 1857, as damages for the annulment of the contract, thirty thousand dollars, ($30,000,) and for the extra work (on the basis of original contracts instead of the price just fixed by the law) the sum of forty-nine thousand four hundred and eighty-two dollars, ($49,482;) and upon examination and revision of his said finding, on the 30th day of October, 1857, allowed, adjudged, and awarded to your petitioner for additional distance and services not computed in the former allowances the further sum of twenty-nine thousand five hundred and ninety dollars and ninety-five cents, ($29,590.95,) which said amounts so awarded by the said Postmaster General were paid to and received by your petitioner; he at the same time protesting and declaring that the same was much less than the amount to which he was entitled for the extra services, as named in said act, and upon the principles and basis therein provided for.

Your petitioner further represents that towards the expiration of his second contract, on or about the 1st day of April, 1858, he entered into a contract with the United States to transport the mails, in the mode and manner therein stated, on route No. 12801, between Salt Lake City, Utah Territory, and Placerville, California, for the term of four years, from and after July 1st, 1858, and that he entered duly upon the performance of said contract, incurring large outlays and vast expense in so doing; that while discharging his duties in accordance with the terms of his agreement, (which was weekly trips in twelve days, at one hundred and ninety thousand dollars ($190,000) per annum,) he
5 was notified by the Post-Office Department that from and after July 1st, 1859, his trips would be reduced to semi-monthly, instead of weekly, and his pay to eighty thousand dollars ($80,000) per annum.

Your petitioner further shows to the court that afterwards, to wit, on

or about the 11th day of May, 1860, and while he was running his coaches weekly over said route, as per agreement, and carrying the mails as often as they were given to him by the postmaster in charge, the Postmaster-General, acting for and on behalf of the United States, annulled, suspended, and rescinded said contract—as claimant then alleged and believed, and so avers now—without any just ground or legal cause, resulting greatly to his loss, injury, damage, and absolute financial ruin.

Your petitioner thereupon, after years of vain effort to obtain redress, again, in the early part of February, 1870, appeared before Congress in a memorial, setting forth in detail his grievances, and praying for the compensation for the extra work still due and not allowed him by the award of the Postmaster-General under the act of March 3d, 1857; also for indemnity for damages and the heavy losses sustained by him in consequence of the unjust and illegal curtailment and final annulment of his contract on route No. 12801; and in the concluding paragraph of his memorial proposed to the United States through its legislative branch a reference of the subject to the Postmaster-General or other accounting-officer, with authority to adjust and settle all matters in dispute, as hereinbefore stated. Whereupon Congress passed the following joint resolution, which was duly approved July 15, 1870, viz:

"Be it resolved by the Senate and House of Representatives
6 of the United States of America in Congress assembled, That the Postmaster-General is hereby authorized and directed to investigate and adjust the claims of George Chorpenning, under the first section of an act for his relief, approved March 3, 1857, on the basis of compensation allowed by said act for the regular service, and the claim growing out of the curtailment and annulment of his contract on route No. 12801, on the basis of his agreement with the Postmaster-General for the service, to be settled as provided for the services named in said act of March 3, 1857; and the right of appeal from the findings of the Postmaster-General to the Court of Claims is reserved and allowed to said claimant."

In pursuance of said joint resolution, the then Postmaster-General, the honorable John A. J. Creswell, did proceed to investigate and adjust the aforesaid claims of this petitioner, having notified your petitioner of the same; and thereupon your petitioner did, by himself, his agents, and attorneys, present and submit to the said Postmaster-General his statements, proofs, allegations, and claims, as aforesaid. And the said John A. J. Creswell, Postmaster-General, having fully, and as your petitioner verily believes, carefully and critically examined, investigated, and considered the premises, did then and there determine, decide, adjudge, and award to your petitioner the sum of two hundred and thirty-seven thousand and seventeen dollars and forty-eight cents ($237,017.48) as additional compensation for extra services under and in pursuance of the provisions of the said act of March 3d, 1857; and did also adjudge and award to your petitioner the further sum of two hundred and five thousand nine hundred and ninety-three dollars and twelve cents
($205,993.12) as and for his claim and damages growing out of the
7 curtailment and annulment of his contract on route No. 12801, making together the sum of four hundred and forty-three thousand and ten dollars and sixty cents, ($443,010.60;) and thereupon the said Postmaster-General, by virtue and in pursuance of the said joint resolution, and the submission of this claimant, did consider, adjudge, and award as follows, to wit:

"Whereupon I, John A. J. Creswell, Postmaster-General of the United

States, do hereby certify that in performance of the duty enjoined upon me by the joint resolution of Congress, approved July 15, 1870, I have investigated and adjusted the claims of George Chorpenning, under the first section of an act for his relief, approved March 3, 1857, on the basis of compensation allowed by said act for the regular service, and the claim growing out of the curtailment and annulment of his contract on route No. 12801, on the basis of his agreement with the Postmaster-General for the service, and that I do hereby award and determine that there is due and owing to said George Chorpenning from the United States, for and in full satisfaction and discharge of said claims, the sum of $443,010.60. As witness my hand and the seal of the Post-Office Department this 23d day of December, 1870.

"JOHN A. J. CRESWELL,
"*Postmaster-General.*"

1ST AMENDMENT.—"And the report of the said John A. J. Creswell annexed to and accompanying said award is hereto annexed, and made a part of this petition, and for greater certainty is marked "Exhibit A.',

Your petitioner avers that this award, so made in pursuance of said joint resolution of Congress, passed in response to his proposition to so refer, and the submission by your petitioner, as aforesaid, is a valid and binding award and judgment against the United States in favor of your petitioner for the amount and sum so awarded.

2D AMENDMENT.—"And your petitioner avers that afterwards, to wit, on the 30th day of December, A. D. 1870, or thereabouts, he did, in due form of law, accept, ratify, adopt, and confirm the said award, report, findings, and account so made by him, the said John A. J. Creswell, in manner, form, and amount as aforesaid, and did then and there request & demand that payment thereof should be made to him by the United States, of the sum and amount so awarded to and reported in his favor by the said John A. J. Creswell."

Your petitioner further avers that the investigation and adjust-
8 ment, under and by virtue of the joint resolution approved July 15th, 1870, and with the concurrence, consent, and acquiescence of your petitioner, became and is a settled and adjusted account, by concurment and mutual agreement and accord, and that your petitioner is justly entitled to have and receive of and from the United States the said sum of four hundred and forty-three thousand and ten dollars and sixty cents, ($443,010.60,) so found due him by said accounting.

Therefore your petitioner, showing to the court that he is the sole owner of said claim or award, now prays the court that, in view of the premises, they would render a judgment in his favor for the aforesaid sum of four hundred and forty-three thousand and ten dollars and sixty cents, ($443,010.60.)

3RD AMENDMENT.—"With lawful interest upon the same from and after the twenty-third day of December, A. D. 1870."

And he will ever pray, &c.

GEO. CHORPENNING.

Claimant's residence, Somerset, Pennsylvania.
Attorney of record, Joseph Casey, Washington, D. C.
Counsel.

DISTRICT OF COLUMBIA,
The City of Washington, ss:

George Chorpenning, being duly sworn, doth depose and say that he is the sole owner of the claim herein set forth; that the facts set forth in the foregoing petition are true, and he verily believes that the amount therein claimed is justly due to him from the United States.

GEO. CHORPENNING.

Sworn and subscribed before me this 20th day of August, A. D. 1875.
[SEAL.]
N. CALLAN,
Notary Public.

9 *Exhibit A in 1st amendment.—Certified copy of record from Post-Office Department.*

United States Court of Claims.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

POST-OFFICE DEPARTMENT,
Washington, D. C., September 16, 1875.

I, Marshall Jewell, Postmaster-General of the United States of America, certify that the annexed is a true copy of the original, as shown by the Postmaster-General's journal of official acts; and that the following corrections were made in said copy before the signing and sealing of this certificate, to wit:

On page 1, "and allowed" stricken out; after the word "route," the word "number" inserted. On page 2, the word "of" inserted before "July." On page 3, "21,794.62" stricken out. On page 5, the words "per annum" inserted after "$12,500." On pages 10 and 14, "r" inserted in "Chopenning." On page 12, "California" stricken out after "San Bernardino." On page 16, "II" inserted. On page 21, "or" stricken out and "over" inserted; "the," before "compensation," stricken out; "i" inserted in "subsidary." On page 23, "and" stricken out and "or" inserted. On page 29, "s" inserted in "claim."

As witness my hand and seal of the Post-Office Department this 16th day of September, 1875.
[SEAL.]
MARSHALL JEWELL,
Postmaster-General.

In the matter of George Chorpenning before the Postmaster-General.

By a joint resolution of Congress, approved July 15, 1870, it was—

"Resolved, That the Postmaster-General is hereby authorized and directed to investigate and adjust the claims of George Chorpenning under the first section of an act for his relief approved March 3d, 1857, on the basis of compensation allowed by said act for the regular service, and the claim growing out of the curtailment and annulment of his contract on route No. 12801, on the basis of his agreement with the Postmaster-General for the service, to be settled as provided for the services named in said act of March 3, 1857, and the right of appeal from the findings of the Postmaster-General to the Court of Claims is reserved to said claimant."

The claims of George Chorpenning, which the above-cited joint resolution requires the Postmaster-General to investigate and adjust, are twofold, that is to say:

I. The claims under the first section of an act for his relief approved March 3, 1857.

II. The claim growing out of the curtailment and annulment of his contract on route No. 12801.

As the claims are altogether distinct, both in fact and law, they will be considered separately.

I. The act approved March 3, 1857, is entitled "An act for the relief of George Chorpenning, jr.," and the first section thereof is in the words following, to wit:

"Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster-General be, and he hereby is, required to adjust and settle the claim of said Chorpenning, as surviving partner of Woodward & Chorpenning, and in his own right, for carrying the mails by San Pedro, and for supplying the post-office in Carson's Valley, and also for carrying part of the Independence mail by California; allowing a pro-rata increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried by California, during all the time when said services were performed, as shown by the affidavits and proofs on file in the House of Representatives."

The claims of said Chorpenning under the act approved March 3, 1857, were presented to Postmaster-General Aaron V. Brown, who, in his annual report for the year 1857, gives at length the proceedings by him taken thereon, as follows:

"By an act of Congress of March 3, 1857, the Postmaster-General was required to adjust and settle the claim of George Chorpenning, jr as surviving partner of Woodward & Chorpenning, and in his own right, for carrying the mails by San Pedro, and for supplying the post-office in Carson's Valley, and also for carrying part of the Independence mail by California; allowing a pro-rata increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried by California during all the time when said services were performed; and to adjust and settle the claim of said Chorpenning 'for damages on account of the annulment or suspension of Woodward & Chorpenning's contract for carrying the United States mail from Sacramento, in California, to Salt Lake, in Utah Territory, as shown in the affidavits and proofs on file in the House of Representatives;'" also to allow and pay to said Chorpenning his full contract-pay during the suspension of their contract, from 15th March to 1st of July, 1853, and thereafter to pay him at the rate of $30,000 per annum, which sum was to be in lieu of the contract-pay under both the contract with Woodward & Chorpenning, which expired June 30, 1854, and under his (Chorpenning's) present contract, which runs four years from July 1, 1854.

The contract-pay under the first was $14,000 for monthly service between Sacramento City and Salt Lake, by Carson's Valley; and under the present $12,500 a year for the same number of trips from San Diego, or San Pedro, to Salt Lake, by San Bernardino. In obedience to this law, and on the proofs and affidavits on file in the House of Representatives, to which I was by the terms of the law restricted, I have allowed—

1. For damages on account of the annulment or suspension of the old contract	$30,000 00
2. For five months' service to Carson's Valley	1,153 33

11	3. For increased distance from Sacramento in carrying the regular California and Salt Lake mail by San Pedro, ten months	$6,410 00
	And Independence mail eight of same months	15,384 62
	4. For carrying Independence mails eight months between San Pedro and Salt Lake, (all the above being under old contract)	28,000 00
	5. For carrying Independence mails under present contract from July 1, 1854, to October 1, 1856	28,125 00
		109,072 95

In making the pro-rata allowances, the act of Congress not being specific on this point, I have taken as the basis of the calculations the original pay under each contract, instead of the higher sum of $30,000, to which, as above observed, the compensation has been raised. But, even upon this lower basis, the sum allowed, it will be perceived, is very considerable, independently of the further increased compensation of $16,000 under the old, and $17,500 per annum under the new, contract.

The settlement of this claim has not been made without considerable embarrassment. The act of Congress was peremptory to adjust and settle, not according to the proofs that might be taken before the final action, but "as shown by the proofs and affidavits on file in the House of Representatives." These were to be the sole guides in the settlement, and neither the records of the Department nor any contradictory or explanatory testimony could be taken by the Government to assist in attaining what might be considered exact justice in the case. The act directed that the claimant should be paid pro rata for carrying his own mail, under his contract, from Sacramento around by San Francisco and the coast to San Pedro, instead of east by Carson's Valley to Salt Lake, and that he should be paid also for carrying the Independence mail that way, when the records and correspondence of the Department show that the change in the route was permitted at the claimant's own instance and request, and not forced upon him by an order or wish even of the Department.

The pro-rata allowance for this change alone, it will be observed, is $21,794.62. The act further directed that he should be paid pro rata for carrying the eastern mail from Salt Lake, sent round by the Isthmus, to California; whereas by the contract itself, and the usage of the Department in all such cases, he was bound, as a contractor, to carry the mails of the United States from whatever quarter they might be sent to his line. The principal difficulty in the case, however, was in deciding on the true intent and meaning of the act in requiring him to be paid pro rata. Pro rata, or in proportion to what?

The first contract was to carry the mail at $14,000, and the second at $12,500 per annum. Congress, however, in the very act which granted him this pro-rata relief, raised these prices up to $30,000 per annum. Now, in making the estimate required by Congress, should the basis of calculation be a pro rata on the $14,000 and the $12,500 contracts, or on the $30,000? The Department could find nothing in the act throwing light upon this subject, and therefore made the calculation on the contract, or lowest basis, instead of the $30,000 basis. In doing so, the Department has gone on the principle that in every case of doubt, in a matter of this kind, the Government was entitled to the benefit of that doubt, until Congress, by some new enactment, should remove it. In the allowances of $109,072.95, made by Postmaster General Brown,

12 it is to be observed that the first item of $30,000 was "for damages, on account of the annulment or suspension of the old contract," under the second section of the act.

This amount of damages being deducted, there remains the sum of $79,072.95 as the aggregate of his allowances for extra services, under the first section. No exception was taken to the ruling and award of Postmaster-General Brown under the 2d and 3d sections of the act of 1857, but it appears that Chorpenning immediately entered a protest against the allowances for extra services under the first section, on the ground, among others, that such allowances should have been made pro rata on the basis of an annual compensation of $30,000 for the regular service as fixed by the third section of the act of 1857, and not on the basis of the contract-prices for regular service; which were $14,000 per annum in first contract, and $12,500 per annum in second contract. Postmaster-General Brown, however, on reconsideration, re-affirmed his decision.

The records of the Department shows that Chorpenning made application successively to Postmasters-General Holt, Blair, and Randall for a rehearing and for a greater allowance; but all of them refused to reopen the case, alleging that the decision of Postmaster-General Brown precluded such action.

On 22d September, 1869, the claimant appeared before me and renewed his suit. After hearing counsel in support of his petition, and taking time for consideration, I filed in the case the following decision:

"POST-OFFICE DEPARTMENT,
"*Washington, D. C., Oct.* 12, 1869.

"On the 22d September last, Wm. J. Jones, attorney for George Chorpenning, claimant, filed a printed argument in support of his petition, praying for a rehearing and an additional allowance under the act of Congress approved March 3d, 1857, entitled 'An act for the relief of George Chorpenning, jr.'

"This case was taken up by Postmaster-General Brown, and after a most laborious consideration he awarded to Chorpenning, and Chorpenning actually received, an extra allowance of $195,072.95.

"In determining the pro-rata increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried by California, he construed the act of Congress to require him to take for his basis of calculation the contract-prices, rather than the increased rate of compensation established by the 3d section. This position was assailed as an error in law, and as incompatible with the intention of Congress. But on reconsideration Postmaster-General Brown re-affirmed his interpretation of the law, and afterward reported to Congress the grounds and principles of his decision, at the same time calling on the legislative branch of the Government to correct his decision if erroneous. To this day Congress has taken no action in the matter. True, the committees of the two houses have adopted a report so interpreting the act of March 3, 1857, as to allow Chorpenning a pro-rata increase of pay, to be calculated upon the basis of the pay allowed him by the same act for services under the contract. But neither house adopted the report.

"It thus appears that the case has been carefully considered and squarely decided by Postmaster-General Brown; that his decision hinged upon the construction which he gave to the law; and that Congress has allowed his decision to remain unreversed to this day. Appli-

13 cations have been made to several of the successors in office of

Postmaster-General Brown for a re-opening of the case, and for another and larger award, to be based upon a different construction of the law. But Messrs. Holt, Blair, and Randall have all decided against the petitioner, upon the ground that the case was res adjudicata.

"I concur in their opinion, and hence refuse the prayer of the petition of 22d September, 1869. I base this action upon the uniform practice of the Department and the decision of the Supreme Court in 15 Peters, 401, United States vs. Bank of Metropolis."

Persisting in his demand for redress, Chorpenning presented his petition to Congress, claiming that the act of 1857 had been improperly construed, and praying for the passage of such a joint resolution or act as would require the Postmaster-General or other accounting officer to adjust and settle his claim under the act of Congress passed for his relief, and upon the basis and terms allowed therein, and also to adjust and settle his claims growing out of the non-compliance with and final annulment of his last contract upon such terms as may be deemed honorable, just, and equitable. Thereupon Congress passed the joint resolution of July 15, 1870, hereinbefore recited.

Proceeding to execute the legislative will to the best of my ability, I find that I am directed by law—

1st. To allow a pro-rata increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried by California during all the time when said services were performed.

2d. To confine myself in making such allowances to the affidavits and proofs on file in the House of Representatives; and

3d. To investigate and adjust the claims of Chorpenning under the first section of the act of 1857 on the basis of the annual compensation of $30,000 for the regular service.

To each of these provisions of law I shall endeavor to conform.

The first contract of Woodward & Chorpenning, bearing date on 11th of April, 1851, was for carrying mails on route No. 5066, from Sacramento to Salt Lake and back once a month, at $14,000 per year, during the term commencing 10th May, 1851, and ending 30th June, 1854.

During the term of this contract, it appears from the testimony that certain extra services were performed and should be allowed for as follows:

1ST ITEM.—Pro-rata increase of compensation for the additional distance traveled in carrying regular mails from Sacramento to Salt Lake via San Pedro.

The report of the congressional committee and the testimony of Frank Chorpenning, who had charge of claimant's business in California, establish the fact that the mails between Sacramento and Salt Lake were carried by way of San Diego for the months of March, 1852; January, February, March, November, and December, 1853; January, February, March, and April, 1854; and that the distance was thereby increased from 910 to 1,410 miles in each direction.

The distance between Salt Lake and Sacramento is shown to be 910 miles by the affidavits of Frank Chorpenning and Irwin Pile. (See evidence for claimant in United States Court of Claims, being a printed copy of the affidavits and proofs on file in the House of Representatives at the time of the passage of the act of March 3, 1857, pages 38, 40, and 60.)

The regular monthly pay being fixed by law at $2,500 for a service of 910 miles, the pro-rata increase for a service of 1,410 miles would be

$1,373.62 per month, thus making the increase for ten months $13,736.20.

14 2D ITEM.—Special supply of office of Carson's Valley.

While the regular mails between Sacramento and Salt Lake were carried via San Pedro, the Carson's Valley office was supplied for several months by special service from Sacramento.

The postmaster at Sacramento (p. 71) certifies that George Chorpenning received and delivered the mails from Sacramento to Carsons's Valley from 1st December, 1853, to 31st March, 1854; also received a mail at Sacramento for Carson's Valley on the 21st August, 1854. The postmaster at Carson's Valley (p. 72) certifies that the mail from Sacramento was delivered at Carson's Valley on 17th December, 1853, and was taken away from Carson's Valley for Sacramento on 23d December, 1853; that it was delivered on 28th January, 1854, and taken away on 1st February, 1854; that it was delivered on 17th February, 1854, and taken away on 24th February, 1854; that it was delivered on 26th March, 1854, and taken away on 1st April, 1854; and that he received the mail from Sacramento on 26th August, 1854, thus proving a service for 4½ months. The distance from Sacramento to Carson's Valley is shown to be 180 miles by the testimony of Frank Chorpenning and Irwin Pile, (p. 48.) The annual pay from Salt Lake to Sacramento being $30,000, the monthly pay would be $2,500, and the pro-rata pay from Sacramento to Carson's Valley would be $494.50 per month. At this rate the compensation for 4¼ months would be $2,225.25.

3D ITEM.—Transportation of the eastern mail over the direct route from Salt Lake to California.

The testimony of Frank Chorpenning (p. 37) shows that the eastern mail for the month of December, 1852, was carried over the direct route from Salt Lake to Sacramento; "that the increased weight of these extra or Independence mails was usually from five to ten hundred pounds, sometimes requiring a wagon for their transportation; that he recollects on one occasion it required six additional mules to carry the eastern or Independence mail, and that the mail properly belonging to route No. 5066 was generally carried on pack-mules, and never exceeded one hundred and fifty pounds in weight." It is conceded on the above testimony that the average weight of the eastern mail was 750 pounds; but an attempt is made by the counsel for the claimant to prove the average weight of the regular mail to be only 112½ pounds, and the testimony of James B. Leach (p. 21) is relied upon for that purpose.

Upon referring to Leach's affidavit, it is manifest that his testimony does not relate to the service in 1853, but to the years 1854 and 1855, and hence should be treated as not applicable to this item. That the fair average of the regular service in December, 1852, was 125 pounds is sufficiently established, in my opinion, by the facts that no exception was taken to the action of Postmaster-General Brown, who fixed the average at 125 pounds, and that the claimant himself, in his statements afterward filed in the Department, based his culculations upon that weight. Taking 125 pounds as the proper average for the regular mail, and $1,250 as the compensation for a half-trip, it follows that the amount to be awarded for carrying 750 pounds of extra matter one half-trip over the regular route of 910 miles is $7,500.

4TH ITEM.—Transportation of eastern mail from Salt Lake via San Pedro.

On the testimony before cited, the pro-rata increase of pay for carrying 750 pounds of eastern mails from Salt Lake to San Pedro and San Diego, in January, February, March, and December, 1853, and January, Febru-

ary, and March, 1854, making 7 half-trips, equivalent to 3½ months,
15 at $30,000 per annum, or $2,500 per month, for carrying 125 pounds of regular matter, would be $52,500.

One of the counsel for Chorpenning also claims under this item the sum of $32,051.28 for the transportion of *of* the eastern mail over 500 miles increased distance from San Pedro to Sacramento, and he attempts to support his claim by the testimony of Frank Chorpenning. In my judgment there is nothing in his affidavit to sustain this demand. He does not say these extra mails were "carried by him to Sacramento via San Pedro." He says they were "carried to California," and this language is gratified by leaving the eastern mails at San Pedro or San Diego, for the steamer to carry them eastward by way of the isthmus. If they had been taken to Sacramento, it would have been necessary to bring them back to San Francisco for shipment. Steamers in the employment of the Government were obliged to stop at San Diego, and I have no doubt that the eastern mails were landed and received at that point. I therefore reject the claim for transportation of the eastern mails between San Pedro and Sacramento.

The second contract was executed by George Chorpenning on the 22d April, 1854, and provided for transporting the mails on route No. 12801, from Salt Lake to San Diego and back, once a month, at $12,500 per year, during the term commencing 1st July, 1854, and ending 30th June, 1858.

The extra services during this term were as follows:

5TH ITEM.—Transportation of the eastern mail between San Diego and Salt Lake from July 1st, 1854, to 30th June, 1855.

Under this item an allowance is claimed of $30,000, and the letter of Smith, postmaster at Salt Lake, (p. 17,) is relied upon to substantiate it. After reading Smith's statement there can be no doubt of the correctness of this claim. I therefore allow $30,000.

6TH ITEM.—Transportation of the eastern mail between San Diego and Salt Lake between 1st July, 1855, and January 1st, 1857.

In adjusting this item I have been somewhat perplexed by the uncertain and apparently contradictory nature of the "affidavits and proofs."

The principal questions of fact to be settled are:

First. Was the eastern mail carried both ways; that is, from Salt Lake to San Diego, as well as from San Diego to Salt Lake? and,

Secondly. What are the proper averages of the weight of the regular and extra mails, respectively?

As to the first of these questions, I am of opinion that the testimony is clear.

Frank Chorpenning states (p. 37, cited ant.) that "mails from Salt Lake to Independence, Mo., and not belonging to the Salt Lake and California route, were, owing to the depth of snow and impassible condition of the Independence road during the months of December, 1852, January, February, March, and December, 1853, January, February, and March, 1854, thrown upon the contractor on route 5066, to be carried by him to California, thereby subjecting him to heavy additional expense."

He makes no mention of any eastern mails passing from California to Salt Lake, but says explicitly that they were "to be carried to California." On this showing an allowance has been made for transpor'tion of the eastern mail one way only during the months named in 1852, 1853, and 1854.

John M. Hockaday says, in his affidavit, dated 14th June, 1856, (p. 16,) "that he has resided in Salt Lake in business during the past four

years; that during the winter months, when the roads from there
16 to the Eastern or Atlantic States are blocked up with snow and impassable, the mails for said States have generally been sent via San Francisco, California, over Mr. Chorpenning's route; that in January, 1855, he passed over said route to California in company with the mail-train, and that they carried at that time some eastern mail; that during the past winter almost the entire eastern or Independence mail was carried by said Chorpenning's route to California, and, as formerly, shipped thence to New York City."

E. Smith, postmaster at Salt Lake, writes under date of October 8th, 1856: "Much (mail-matter) which should have been brought by the eastern mail has been forwarded by the isthmus, and transported to this Territory by way of San Pedro and San Bernardo, and no inconsiderable amount has been forwarded to the States that way."

Charles A. Kinkead says, in his affidavit, dated 5th July, 1856, that he "went with the mail-train to California last February, traveling mostly in the night to avoid the Indians. The mail consisted of five large sacks, most of which was the eastern mail, properly belonging to the Independence route;" and again he says: Livingston, Kinkead & Co. (a firm doing business at Salt Lake, and of which witness was a member) last winter sent their eastern correspondence by the California mails. They have done the same since 1851, whenever the mountains were covered with snow.",

This positive testimony is sustained by the reason of the thing. It is altogether improbable that the people of Salt Lake would decline to avail themselves of Chorpenning's route to send their mails to the East, when he afforded them the only means of communication; and it may be added that under the circumstances the omission of the postmaster at San Bernardino to mention any of the eastern mails passing "out" from Salt Lake militates more against his accuracy and reliability than against the fact that such mails were carried.

The next point of inquiry relates to the weight of the mails.

It is impossible to reconcile the certificates of D. M. Thomas, postmaster at San Bernardino, (pp. 18, 19, and 20,) with the testimony of the other witnesses, and especially with the testimony of Frank Chorpenning and Leach, the two managers or superintendents for the claimant. With intent to give effect to all the "affidavits and proofs," and at the same time to do substantial justice, I shall accept the certificates of Thomas for the "trips into" Salt Lake for the months of February, March, April, May, July, and August, 1856, correcting sundry errors of calculation apparent on their faces. These certificates show as follows:

February, extra pounds 540, regular pounds 180, extra allowance	$3,750 00
March, extra pounds 450, regular pounds 180, extra allowance	3,125 00
April, extra pounds 550, regular pounds 157, extra allowance	4,378 98
May, extra pounds 270, regular pounds 270, extra allowance.	1,250 00
July, extra pounds 175, regular pounds 350, extra allowance	625 00
August, extra pounds 300, regular pounds 375, extra allowance	1,000 00
	14,128 98

The above-mentioned certificates of Thomes all bear date on 6th September, 1856, and are unsupported by his oa th. They were evidently

17 given without much pretension to accuracy, and profess to state "about" the relative weight of the extra and regular mails. In two of the certificates mistakes occur in extending the total weights, although it was necessary only to multiply in one case 90 by 3, and in the other 90 by 5. It was not the duty of this postmaster to keep accounts of the number or weight of the sacks of mail passing his office, and the presumption is that he did not open, or even handle, the through sacks. From the fact that no certificate is given for the month of June, it may be inferred that no record was kept of the quantity and weight of passing mails; and from the date and form of the certificates, it seems that they were designed only to embody the recollection of the postmaster as to the mails which had been conveyed into Salt Lake months before.

Besides the general charge of want of accuracy against these certificates, which might, as above stated, be based upon the failure to make any allusion therein to the eastern mails in transit from salt Lake to California, it should be noted that they conflict with the testimony of Kinkead. He says, (p. 32:)

"We met (on the way to California, in 1856) the train from California with about fourteen sacks of mail, most of which must have been from the Atlantic States. The California mail proper for Salt Lake never consists of more than two or three sacks. I never knew them to be more, except when the eastern mail came with it."

He also states that "he saw at San Bernardino and Los Angelos seventeen sacks of mail, which had already accumulated to go out with the March train;" and, again, "the steamer which arrived in San Pedro from San Francisco two days after the mail-train had left for Salt Lake brought additional mails for the same place."

Thomas certifies that in February Chorpenning's men had only eight sacks of mail in all, and in March only seven, leaving sixteen sacks, if Kinkead was correct, unaccounted for in two months. There is also a marked discrepancy between the statement of Kinkead that "the California mail proper for Salt Lake never consisted of more than two or three sacks," and Thomas's reports of the weights of the regular mails for July and August, 1856, which were 350 and 375 pounds, respectively.

On the other hand, Leach was the superintendent of Chorpenning, and it was his business to ascertain the exact quantity of the mails, and to provide the necessary transportation. I am therefore disposed to be guided by Leach's testimony in determining what amount should be allowed for extra services during the residue of this term. Leach states on oath, (p. 21:)

"That in the month of July, 1855, there were between seven and eight hundred pounds of eastern mail-matter thrown upon and carried by the contractor on route 12801 from California to Salt Lake, and that since that time there are generally every trip from five to nine hundred pounds of this Independence mail carried by the contractor over route 12801; that the said eastern or Independence mail does not belong to the route in question, and its transportation could not have been anticipated by the contractor when he bid for his route in April, 1854, and that the Salt Lake and California mail properly belonging to that route never weighed over seventy-five to one hundred and fifty pounds per trip, and was carried on pack-animals, except when the weight of the Independence mail required a wagon, which was often the case."

This is substantially the same as the testimony which Frank Chorpenning gave as applicable to the term of the first contract, and is strongly

confirmed by the testimony of Kinkead and Hockaday, above cited. Smith also says, under date of October 8th, 1856, (p. 17:)

18 "I have been requested by the conductor on route 12801, between this city and San Pedro, California, to make a statement in relation to the amount of mail-matter transported on that route at this time, and the increase since the commencement of the present contract on the 1st July, 1854. Since the present contract between you and the Department for carrying the mail on that route was entered into, there has been an increase of mail-matter, and during the winter season especially. The punctuality that has been observed in transporting the mail between this place and San Pedro has inspired a confidence in the minds of the people which has had a tendency above other considerations to increase the amount of matter forwarded each way on said route 12801; and, should the mail continue to be carried punctually as heretofore, I firmly believe there will be a further increase of mail-matter on that route."

Leach's affidavit being dated at Washington, on 22d December, 1856, it is clear that he could not have any knowledge of what occurred at Salt Lake and San Diego on the first of that month. Hence I reject the month of December as well as the six half months certified to by Thomas, thus leaving fourteen months between the first July, 1855, and 1st December, 1856, to be accounted for on the basis of 700 pounds' weight of eastern mail, as against 125 pounds of regular mail, at $2,500 per month for the regular mail.

This would make a further allowance of $196,000.

II. I now proceed to the consideration of the second branch of the case.

The joint resolution of July 15, 1870, furthermore directs the Postmaster-General to investigate and adjust the claim of George Chorpenning, "growing out of the curtailment and annulment of his contract on route number twelve thousand eight hundred and one, on the basis of his agreement with the Postmaster-General for the service."

In endeavoring to interpret and execute this portion of the joint resolution, I have encountered many difficulties. It is to be regretted that the legislative direction is not more accurate and specific. No information can be gathered from the debates of Congress; for I find, on examination of the Globe, that the joint resolution passed without debate in either house. I am therefore left without other guides than the petition of the claimant, the language of the resolution itself, and the report of the committee which presented it to the House of Representatives.

On the first day of April, 1858, George Chorpenning bound himself by contract with the United States to transport the mail on "route No. 12801, from Salt Lake to Placerville and back, twice a month, through in twenty days, and to improve the mode and speed of service so as to carry in covered carriages or wagons, drawn by four mules or horses, and to run through in sixteen days, at pro-rata additional pay for increase of stock made necessary and shown to have been used in consequence, not exceeding $30,600 a year, the Department reserving the right to increase speed to trips in fourteen days each way at pro-rata increase of pay on accepted bid for stock made necessary and shown to have been used, not over $45,600 per annum, or trips in twelve days at pro-rata increase on said bid, limited and conditioned as stated, not over $60,600 per annum, with certainty, celerity, and security, at $34,400 per year, for and during the term commencing the first day of July, 1858, and ending with the 30th June, 1862," the United States to pay for said service "quarterly, in the months of May, August, November, and February."

It was also provided in said contract "that the Postmaster-General may discontinue or curtail the service, in whole or in part, in
19 order to place on the route a greater degree of service, or whenever the public interests require such discontinuance or curtailment for any other cause, he allowing one month's extra pay on the amount of service dispensed with;" and further, "that the Postmaster-General may annul the contract for repeated failures," and for certain other causes therein particularly specified.

On the second April, 1858, (the day after the execution of the contract,) the Postmaster-General passed an order to "improve mode and speed of service, so as to carry in covered carriages or wagons, drawn by four mules or horses, and to run through in sixteen days, at pro-rata additional pay for increase of stock made necessary, and shown to have been used in consequence, not exceeding $30,600 a year;" and on June 19, 1858, the 2d Assistant Postmaster-General wrote Chorpenning that "the Postmaster-General orders that the service on route 12801, Salt Lake City to Placerville, be improved to weekly trips, at $65,000 additional per annum, as agreed to by you;" thus increasing the compensation to $130,000 per annum for weekly service, through in sixteen days.

The Second Assistant Postmaster-General again wrote Chorpenning, under date of April 8, 1859, that, "owing to the financial pressure upon this Department, resulting from the failure on the part of Congress, at its late session, to pass the post-office appropriation bills, it becomes necessary, in the opinion of the Postmaster-General, to curtail service. He orders that the trips on route No. 12801, Salt Lake City to Placerville, be reduced to semi-monthly from the 1st July next." And again, on 7th May, 1859, the Second Assistant further informed Chorpenning, by letter, that, "the frequency of trips having been reduced from weekly to semi-monthly from 1st July, 1859, a deduction would be made in his pay from that date at the rate of $50,000 per annum, leaving it to stand at $80,000 per annum."

On the 10th May, 1860, the Postmaster-General made an order annulling the said contract in toto, after reciting that "it has been proved, to his entire satisfaction, from the testimony on file in this Department, as well as from other sources of information, that George Chorpenning, contractor on route No. 12801, between Salt Lake City, in Utah, and Placerville, California, had not performed, or caused to be performed, the service in accordance with the terms and requirements of his said contract, but had repeatedly failed to do so, and had often, if not habitually, substituted upon a large part of said route a grade of service inferior to that stipulated for in said contract, and that this irregular and imperfect service had been consequent upon the failure of said Chorpenning to provide the necessary stock on said route."

The testimony of James Craig (pages 83 and 84 of claimant's "Evidence and arguments") details the circumstances attending the making of the above partly-recited contract. Craig was a member of the House of Representatives, and also a member of the Post-Office Committee, at the time, and had the best facilities for information. He states that he was present in the spring of 1858, when contracts were awarded for carrying the mails from Saint Joseph, Mo., to Placerville, and distinctly remembers "that the contracts, when written out, were to provide for increased service, at increased compensation then agreed upon, and that, before the first day of July then following, an order was to be issued from the Department, directing the contractor to perform the service weekly, through in thirty days, Chorpenning to run from Salt Lake to Placerville in twelve days;" the amount of compensation he did not re-

member, but believed it to be as stated in contract of 1st April,
20 1858. The witness further states that the Postmaster-General "insisted upon awarding a contract temporarily, at as small compensation as possible, and said, in substance, that, after the contract had been published at the low price, he could quietly order the increase, and, by the time the people would learn how much money it cost them, they would be so pleased with the overland mail that they would not abuse him for expending so much money upon it."

Craig then refers to a letter written by him to Chorpenning on March 6, 1859, and an indorsement of Senator Gwin thereon, and states that he believes the letter and indorsement contain and express the understanding and intention of the Postmaster-General and Mr. Chorpenning at the time the contract was made.

In the letter, he writes that "it was understood most unequivocally, at the time your contract was closed, that you were to be ordered before you left the city to run through from Salt Lake City to Placerville in twelve days. I heard you say to the Postmaster-General that you would not and could not take the contract and perform the services for what you were to receive for running it in sixteen days. The Postmaster-General also, after you had left for Concord to buy your coaches, authorized me to telegraph you to purchase in view of twelve days' service.

"Dr. Gwin will remember the reason given by the Postmaster-General for accepting your 16-day bid, and it was at Governor Brown's suggestion that we advised you to submit your 16-day bid, for you said at the time that you did not want the contract at that price and time. Now that, in addition to the action of last session, the Senate has asked for an increase of service on the whole route from Saint Joseph to Placerville, I do not think the President and a portion of the Cabinet will longer veto the order of the Postmaster-General, and prevent an act of sheer justice to the contractors and the public." Senator Gwin says, in his indorsement, "I fully corroborate what Mr. Craig says in regard to the increase of the service on the Salt Lake route. It was the distinct understanding that the service was to be reduced to thirty days, with the rate of increased compensation specified in the contract. The late Postmaster-General informed me that he had the order already made out to shorten the time to thirty days from Saint Joseph to Placerville from and after the 1st of April. It is absolutely necessary to have letters carried over the route. The contract, in my judgment, would never have been made but for the certain expectation that this arrangement would be made."

These statements of Craig and Gwin are sustained by the unusual provision in the contract for increase of service, and by the facts, abundantly proved, that Chorpenning, from the commencement to the termination of his service, continued to perform his part of the "understanding," by running a weekly mail through in twelve days or less, in stages or wagons drawn by four horses or mules.

The counsel for Chorpenning insist in their argument that the words "on the basis of his agreement with the Postmaster-General for the service" must be construed to require a settlement on the basis of $190,000 per annum, that being the rate fixed for weekly service, through in twelve days, whenever it should be ordered by the Postmaster-General. To this claim I cannot accede.

The duty enjoined upon me by the joint resolution is to investigate and adjust the claim growing out of the curtailment and annulment of his contract; nothing more or less. It is nowhere said that I must adjust a claim

growing out of a violation of his agreement by the Postmaster-General,
or out of a failure on his part to execute a contract in accord-
21 ance with a prior parol or other agreement. The words of the
joint resolution are nevertheless of sufficient scope to include the contract as ordered up by the Postmaster-General, because the only curtailment was from $130,000 per annum, for weekly service, through in sixteen, to $80,000 per annum for semi-monthly service, through in same time. There never was any curtailment from the original contract-price of $34,400 for semi-monthly service, through in twenty days; nor was there any return to the original contract-price after the first increase of pay was made by the order of April 2, 1858. Thus understood, there was no rejection of the contract on the part of Chorpenning. On the contrary, he accepted it; and so long as it continued he received his pay according to its stipulations. His complaint was confined to its "curtailment and annulment," and his claim is restricted to an "investigation and adjustment" of the damages arising out of the "curtailment and annulment." If I were to adopt the sum of $190,000 per annum as his proper compensation, I would increase his pay $60,000 per annum over the highest contract-price, and to that extent I would, in my judgment, exceed the authority committed to me.

In this connection it is proper to notice the difference in the language used in fixing the elements of the calculation under the first branch of the case, and the words relied upon to establish the basis of $190,000 per annum under the second branch. In directing an adjustment of the claims under the first section of the act of 1857, the words used are, "on the basis of compensation allowed by said act for the regular service." This language is clear and explicit of itself, and is uncontrolled and unaffected by any other words bearing on the same point. It can mean nothing else than the $30,000 allowed in the act for the regular service. In the second branch of the case the words employed are, "on the basis of his agreement with the Postmaster-General." The word "compensation" is omitted, and the entire clause is manifestly made subsidiary to the preceding words, which prescribe the body and essence of my duty to be to "investigate and adjust the claims" growing out of the curtailment and annulment of his contract.

Considering the context, the word "agreement" is too indefinite in its legal signification to enforce the employment of a measure of computation that would apportion to Chorpenning $240,000 more than he would have received if his contract had been fully executed, and he never had any reason to complain of either "curtailment" or "annulment."

The conclusion to which I have come is that it is my duty to adjust this claim according to the equity and justice of the matter; and that in so doing I should give all due consideration to the large expenditures and important services of Chorpenning, and should award him sufficient compensation to re-imburse him for the losses he sustained, but always within the limits of his contract-price.

This view is, I think, strongly sustained by the prayer of Chorpenning's petition to Congress, dated February, 1870, which is as follows:

"Your petitioner now comes before your honorable bodies humbly praying the passage of a joint resolution, or act, such as will give authority and require the Prstmaster-General, or other accounting officer, to adjust and settle his claim under the act of Congress passed for his relief, and upon the basis and terms allowed therein; as also to adjust and settle his claims growing out of the non-compliance with and final

annulment of his last contract, upon such terms as may be deemed honorable, just, and equitable."

22 I also rely upon the opinion expressed by the committee of the House of Representatives in reporting the joint resolution. They said:

"Your committee further find that the Post-Office Department entered into a contract with the petitioner for carrying the mail weekly in coaches, for four years, from and after July, 1858, between Salt Lake City and Placerville, thus forming the first overland stage-line across the continent. This contract was subsequently annulled by the Department, but clearly it must have been under a misapprehension of the facts, for the proofs filed subsequent to the annulment, copies of which have been furnished to your committee, overwhelmingly show that the route was fully equipped with horses and coaches, and that the service was performed in the most approved manner, with the utmost regularity, and in strict accordanee with the requirements of the contract. Under all the circumstances, your committee think that the case should be heard on its merits, after thorough investigation, and should be decided according to principles of law, equity, and justice."

Before proceeding to investigate and adjust this claim according to what I conceive to be the true interpretation of the joint resolution of July 15th, 1870, it is proper to state that, in my opinion, the question of the legality of the orders of the Postmaster-General, curtailing and annulling Chorpenning's contract is not raised at all.

Whether right or wrong, in point of law, they are virtually set aside by Congress, and the inquiry as to Chorpenning's damages, resulting from these orders, is to be made as if his contract had contained a special provision for payment of damages in case of curtailment or annulment.

The Supreme Court, in the case of the United States vs. Speed, 8th Wallace, p. 84, in laying down the true rule for the measure of damages against the United States for violation of a contract, say:

"We do not believe that any safer rule, or one nearer to that supported by the general current authorities, can be found than that adopted by the court, to wit, the difference between the cost of doing the work and what claimants were to receive for it, making reasonable deduction for the less time engaged, and for release from the care, trouble, risk, and responsibility attending a full execution of the contract."

Taking this rule as a guide, an adjustment is easy.

As already stated, Chorpenning's contract, as enlarged by the orders of the Postmaster-General, provided for a weekly service, through in sixteen days, from Salt Lake to Placerville, for the term of four years, from 1st July, 1858, to 1st July, 1862, at $130,000 per annum, at which rate he was paid till 1st July, 1859. His service was then reduced to semi-monthly, at the rate of $80,000 per annum. This was continued until 5th June, 1860, when his contract was annulled and all further payments refused. The entire amount paid Chorpenning under his last contract was $210,268.25; from this is to be deducted $2,302.62, paid as interest on deferred payments, leaving $207,965.63, to which should be added $706.52 for fines and deductions during the first quarter, making aggregate of charges $208,672.15.

The general statement for four years is as follows:

Contract-price for four years	$520,000 00
Deduct aggregate charges	208,672 15
Leaving a full balance of compensation for mail-service	$311,327 85

From this a reasonable deduction is to be made for the cost
23 of the service, the less time engaged, and for release from the care, trouble, risk, and responsibility attending a full execution of the contract.

The witnesses all concur in stating that ample stock, coaches, wagons, accommodations, and men had been provided by Chorpenning to fulfill his contract in every particular, and even to increase the service if an increase had been ordered. In summing up the testimony on this point the committee say, in their report above in part recited, that the proofs "overwhelmingly show that the route was fully equipped with horses and coaches, and that the service was performed in the most approved manner, with the utmost regularity, and in strict accordance with the requirements of the contract." Apart from capital invested and the interest thereon, the only remaining cost of doing the work consisted of the current expenditures for wagons, supplies, repairs, &c. The best and most detailed exhibit of the annual working-expenses of the road which I have been able to obtain has been furnished by Mr. Chorpenning himself, under oath. I reproduce it here with my approval:

Cost of keeping 490 head of animals, at an average of $30 each per annum	$14,700 00
Wages of 50 men, at an average of $75 per month	45,000 00
Board for same, at $20 per month	12,000 00
Wages of one general and two road agents at each end of the line, (six in all,) at an average of $150 each per month	10,800 00
Shoeing, mending, office-rent, and contingencies	3,500 00
Total expense	86,000 00

It is but fair that the yearly receipts from other sources than the mails should be applied as far as they will go in extinguishment of expenses. Under this head Mr. Chorpenning claims as follows:

Five passengers, at $125 each, with $50 for freight and extra baggage, per trip, in each direction, making per week $1,350, or per annum $70,200.

It is evident, however, to my mind that this statement of receipts is speculative, and that the amount is exaggerated. Making due allowance for "the less time engaged and for release from the care, trouble, risk, and responsibility attending a full execution of the contract," I consider one-half the sum last named, or $35,100, a more correct estimate. This amount, deducted from $86,000, leaves the sum of $50,900 as the net expenses for every year of service.

After the 5th June, 1860, there remained of the last contract term two years and twenty-five days, and for that time the net expenses, at $50,900 per year, would have amounted to $105,334.73. Having ascertained the net expenses, the amount due Chorpenning under this head may be readily shown by the following statement:

Balance of compensation on full contract term for mail-service	$311,327 85
Deduct net expenses for 2 years and 25 days	105,334 73
Balance due	205,993 12

After a careful and prolonged investigation, I am of opinion that the damages which Chorpenning actually sustained by the "curtailment and annulment of his contract," after rejecting all claims for remote, speculative, contingent, or consequential damages, amount in
24 justice to the above sum of $205,993.12, and in support of that opinion, I refer, among others, to the following extracts from the testimony:

Hiram F. Morrell, postmaster at Salt Lake from October, 1856, to March, 1861, says, (Evidence and arguments for claimant, pp. 87 and 88:)

"That he (deponent) has no doubt Mr. Chorpenning expended several hundred thousand dollars in opening, stocking, and putting said mail-line into operation, and that he must certainly have lost well on to $200,000 by the annulment of his contract, aside from the loss he sustained by the reduction of his pay to $80,000 per annum at the end of the first year."

A. J. Schell, agent for Chorpenning from 12th November, 1858, till June, 1860, says, (ib., page 91:)

"That he has no hesitation in saying he knows Mr. Chorpenning to have lost about $200,000 by reason of the annulment of the contract for mail-service on this route."

And again, on pages 93 and 94, he says:

"That immediately upon hearing of the annulment of the contract, those having claims swept everything off the road, and sacrificed it in such a manner that Chorpenning never received a single dollar out of the vast amount he had expended on the line. That deponent himself could not get sufficient out of the property to carry him to the States, and, in addition to this, there was still a very large amount of claims left unpaid."

Deponent, being questioned as to the cost of transporting the mails on said route during the term of Mr. Chorpenning's contract, says that the receipts from passengers, express-packages, and other sources, connected with the stations belonging to the route, he declares would have been ample to pay the expenses of the line; that this has always been the calculation of the contractor, deponent, and other agents who were familiar with the service, and that all mail-pay would have been clear profit to the contractor, even if the service had for the last year or two been ordered to daily. Deponent also further says, that having been further interrogated in regard to the losses of Chorpenning under the curtailment and annulment of his contract, has, since the statement of March 19, 1870, given the subject a more detailed investigation, and that he now thinks the loss of animals and rolling-stock, &c., with the loss of stations and improvements, and the cost of opening and improving the road, together with the debts unpaid, will not fall short of three hundred thousand dollars; and that he has good reason to believe, if the Department had paid Chorpenning promptly for the service as it was performed, and had permitted him to carry out the work according to contract, as he had been doing, he would have been as well off pecuniarily, if not very much better, than he would be now in receiving the balance due on the one hundred and ninety thousand dollars' pay.

Deponent further says, that he thinks any business man familiar with that country and Chorpenning's situation and long connection with it can scarcely fail to see that, had he been permitted to go on with his contract, he must almost certainly have realized perhaps some millions of dollars. The affidavit of Schell is confirmed by the oath of Irwin H. Pile, on page 94. G. Leroy Benford, who was nearly two years in the employ of Chorpenning on the line between Salt Lake and Placerville, says, (pages 96 and 97:)

"That he, deponent, has always fixed the loss to Chorpenning at from four to five hundred thousand dollars, and has no hesitation in saying that he believes there were parties in California at that time that would have given more than that amount of money for Chorpenning's property and position on the line and in that country. That he thinks no practical business man can fail to see, from the events that have since transpired in that country, and in connection with the mail-service in it, and especially over that same route, that even much more than five hundred thousand dollars could with safety and profit have been paid Chorpenning for his interest there. Deponent also says that he knows well, as does any one who was familiar with the line and Chorpenning's connection therewith, that the heavy loss sustained by him would have been avoided, and an almost unbounded field of remunerative operation left open to the contractor, had the Department paid him regularly and promptly for the quarterly service as it was performed; and that he (deponent) believes it no exaggeration to say that Chorpenning could have realized out of his contract a million of dollars, if not a great deal more."

RECAPITULATION.

Allowances during term of first contract.

For pro-rata increase of compensation for the increased distance traveled in carrying regular mails from Sacramento to Salt Lake via San Pedro	$13,736 20
For special supply of office at Carson's Valley	2,225 25
For transportation of the eastern mail over the direct route from Salt Lake to California	7,500 00
For transportation of eastern mail from Salt Lake via San Pedro	52,500 00

Allowances during term of second contract.

For transportation of the eastern mail between San Diego and Salt Lake, from July 1st, 1854, to 30th June, 1855	30,000 00
For transportation of the eastern mail between San Diego and Salt Lake between 1st July, 1855, and Jan. 1st, 1857	210,128 98
	316,090 43
Deduct allowances heretofore made in part by Postmaster-General Brown	79,072 95
	237,017 48

Allowances during term of third contract.

For damages for curtailment and annulment of contract	205,993 12
	443,010 60

Whereupon I, John A. J. Creswell, Postmaster-General of the United States, do hereby certify that, in performance of the duty enjoined upon me by the joint resolution of Congress, approved July 15, 1870, I have investigated and adjusted the claims of George Chorpenning, under the first section of an act for his relief, approved March 3d, 1857, on the basis of compensation allowed by said act for the regular service; and the claim growing out of the curtailment and annulment of his contract, on route number twelve thousand eight hundred and one, on the basis of his agreement with the Postmaster-General for the service;
26 and that I do hereby award and determine that there is due and owing to said George Chorpenning, from the United States, for and in full satisfaction and discharge of said claims, the sum of four hundred and forty-three thousand and ten dollars and sixty cents, ($443,010.60.)

As witness my hand and seal of the Post-Office Department this twenty-third day of December, 1870.

[SEAL.] (Signed) JNO. A. J. CRESWELL,
Postmaster-General.

27 In the Court of Claims of the United States, December term, 1874.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

Plea.

Now come the defendants, by their Attorney-General, and say that the claimant herein should not further have or maintain suit against the defendants, for the reason that the petition of the claimant was not filed in this court nor transmitted to it within six years after the claim therein set forth first accrued.

Wherefore the defendants ask judgment, &c.

THOMAS SIMONS,
Assistant Attorney-General.

Filed October 5, 1875.

28 In the Court of Claims of the United States, December term, 1874.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

Plea to original petition.

Now come the defendants, by their Attorney-General, and say that the claimant herein should not further have or maintain his suit against the defendants, for the reason that, after the enactment of the joint resolution of the Senate and House of Representatives of the United States, approved July 15, 1870, set forth in the claimant's petition, the Postmaster-General, Hon. John A. J. Creswell, on the 23d day of December, 1870, took certain action on the claim of the petitioner as in pursuance of the said joint resolution, as appears by the record thereof duly entered in the Postmaster-General's Journal of Official Acts, which action the claimant has not fully set forth in his petition, but which is referred to and claimed to be an award therein, and of the said record of which action a duly-certified copy has been filed by the claimant in evidence herein in this court, to which the defendants refer, and annex the same hereto as a part of this plea; and after the taking of said action by

the said Postmaster-General, the Senate and House of Representatives of the United States of America in Congress assembled acted on the said claim of the petitioner, which action is not set forth in his petition, but which was as follows, namely: by a joint resolution of the said Houses of Congress, approved January 25, 1871, entitled "Joint resolution repealing the joint resolution approved July fifteenth, eighteen hundred and seventy, entitled a 'Joint resolution authorizing the Postmaster-General to adjust the accounts of George Chorpenning,'" (the said last-mentioned joint resolution being the joint resolution of July 15, 1870, set forth in the petition,) and which joint resolution of January 25, 1871, is in the words following:

"Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the joint resolution approved July fifteenth, eighteen hundred and seventy, entitled a 'Joint resolution authorizing the Postmaster-General to adjust the accounts of George Chorpenning,' be, and the same is hereby, repealed."

Wherefore the defendants ask judgment, &c.

THOMAS SIMONS,
Assistant Attorney-General.

Filed October 30, 1875.

29 In the Court of Claims of the United States.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

General demurrer to defendants' plea.—Filed November 29, 1875.

And the said claimant, as to the plea of the said defendants by them pleaded, saith that the same and the matters therein contained, in manner and form as the same are pleaded and set forth in said action, are not sufficient in law to bar or preclude him, the said claimant, from having or maintaining his aforesaid action thereof against the said defendants, and that he, the said claimant, is not bound by law to answer the same; and this he, the said claimant, is ready to verify. Wherefore, by reason of the insufficiency of the said pleas in this behalf, the claimant prays judgment and the aforesaid amount of four hundred and forty-three thousand and ten dollars and sixty cents, due him from the said defendants, by reason of the said award and accounting, as is alleged and set forth in his said petition, to be adjudged to him, &c.

JOS. CASEY,
Attorney for Claimant.

NOV. 27, 1875.

30 In the Court of Claims, December term, 1875.

Extract from journal of court of Feb. 28, 1876.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

In this case it is ordered and adjudged that the demurrer of the claimant to the pleas of the defendants be overruled. The chief-justice read an opinion adverse to the claimant, concurred in by Judge Richardson. Judge Nott read a concurring opinion. Judge Loring read a dissenting opinion.

A true copy of record.

31 Court of Claims.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693. On demurrer.

Drake, Ch. J., delivered the following opinion, concurred in by Judge Richardson:

On the 15th of July, 1870, Congress passed the following "joint resolution, authorizing the Postmaster-General to adjust the accounts of George Chorpenning," (16 Stat. L., 673:)

"That the Postmaster-General is hereby authorized and directed to investigate and adjust the claims of George Chorpenning, under the first section of an act for his relief, approved March 3, 1857, on the basis of compensation allowed by said act for the regular service, and the claim growing out of the curtailment and annulment of his contract on route number 12801, on the basis of his agreement with the Postmaster-General for the service, to be settled as provided for the services named in said act of March 3, 1857; and the right of appeal from the findings of the Postmaster-General to the Court of Claims is reserved and allowed to said claimant."

In pursuance of the authority conferred by this resolution, the Postmaster-General proceeded to act, and on the 23d of December, 1870, signed, and sealed with the seal of the Post-Office Department, a paper, in which he reviewed the evidence presented before him, and sets forth the conclusions of fact and of law at which he had arrived, and closes it with the following paragraph:

"Whereupon I, John A. J. Creswell, Postmaster-General of the United States, do hereby certify that, in performance of the duty enjoined upon me by the joint resolution of Congress, approved July 15, 1870, I have investigated and adjusted the claims of George Chorpenning, under the first section of an act for his relief, approved March 3d, 1857, on the basis of compensation allowed by said act for the regular service; and the claim growing out of the curtailment and annulment of his contract on route number twelve thousand eight hundred and one, on the basis of his agreement with the Postmaster-General for the service; and that I do hereby award and determine that there is due and owing to said George Chorpenning, from the United States, for and in full satisfaction and discharge of said claims, the sum of four hundred and forty-three thousand and ten dollars and sixty cents, ($443,010.60.)

"As witness my hand and seal of the Post-Office Department, this twenty-third day of December, 1870.

[SEAL.] (Signed) "JNO. A. J. CRESWELL,
"*Postmaster-General.*"

Before payment of the amount thus found in favor of the claimant, Congress, on the 9th of February, 1871, passed another joint resolution, (16 Stat. L., 702,) repealing the resolution of July 15, 1870. Thereupon the claimant sues in this court to recover the amount found in his favor;

claiming that the above paper signed by the Postmaster-General
32 was a valid and binding award and judgment against the United States in favor of the claimant for the amount therein stated.

To the claimant's petition the defendants plead, 1, a general traverse; 2, limitation; and 3, a special plea, setting up the repeal of the joint resolution of July 15, 1870, in bar of this action.

To these pleas the claimant demurs; and the grounds on which he

rests the demurrer are: 1. That the joint resolution of July 15, 1870, was a submission by the Government of a controversy between it and the claimant to the arbitrament and award of the Postmaster-General; 2. That under that resolution the Postmaster-General was a judge or arbitrator invested with judicial power; 3. That his decision was a finality, or res adjudicata; 4. That the submission by that resolution, and the acquiescence and concurrence of the claimant in the Postmaster-General's decision, constitute a mutual settlement and adjustment that binds the parties until set aside for cause or until shown to be erroneous or inequitable.

We gave very careful attention to the elaborate argument of the claimant's counsel, but were unable to concur in his positions, for the reasons which we will now proceed to state.

In the first place, it will be observed that the joint resolution in question was passed, as claimant alleges in his petition, at his instance. It is, therefore, a fit case for the reiteration of the previously-expressed opinion of this court that private acts of Congress are always to be strictly construed and never to be forced beyond their plain import. Most especially are they to be so construed as to prevent the entrapping of the Government by fixing upon it liability where the intention of Congress was only to authorize an investigation and adjustment. (Roberts' Case, 6 Ct. Cls. R., 84.) Guided by this rule of construction. let us see whether the resolution of 1870 was, indeed, a submission by the Government of the matters therein mentioned to arbitramemt and award.

A submission is a contract, by which parties agree to refer matters which are in dispute, difference, or doubt between them, to be finally decided by the award of judges named by the parties, and called arbitrators. (Morse on Arbitration, 36.) And in order to clothe a person with the authority of an arbitrator, the parties must mutually agree to be bound by the decision of the person chosen to determine the matter in controversy. (Gordon vs. United States, 7 Wallace, 188.) An arbitrament and award which concludes one party only is certainly an anomaly in the law. (Ibid.)

Beyond question, to constitute a submission there must be words used which are apt to express the intention of both parties to make the submission. In Carmick & Ramsey's Case, (2 Ct. Cls. R., 126,) where an act of this description was construed, and where the Comptroller was authorized not only to "adjust," but also to "adjudge and award according to the principles of law, equity, and justice," this court held the words to constitute a submission to arbitration. Whether in this case words of such import have been used will now be considered.

It was contended that in the light of the decision of the Supreme Court in Kendall vs. United States, (12 Peters, 524,) the resolution here involved should be considered as using apt words to constitute a submission. Let us examine that case.

Stockton & Stokes were contractors for carrying the mail. The Postmaster-General made certain credits and allowances in their favor, which a succeeding Postmaster-General withdrew. The contractors memorialized Congress on the subject, and an act for their relief was passed,
33 authorizing and directing the Solicitor of the Treasury to settle and adjust the claims" of the contractors, "and for this purpose to inquire into and determine the equity of the claims of them, or any of them, for or on account of any contract or additional contract with the said (late) Postmaster-General, on which their pay may have been suspended by the present Postmaster-General, and to make them

such allowances therefor as, upon a full examination of all the evidence, may seem right, according to the principles of equity." And the act then proceeded thus: "And the Postmaster-General be, and he is hereby, directed to credit such mail-contractors with whatever sum or sums of money, if any, the said Solicitor shall so decide to be due to them for or on account of any such service or contract." The Solicitor performed his duty under this act, and reported to the Postmaster-General his decision and award in favor of Stockton & Stokes, allowing $161,563.89. The Postmaster-General carried into effect the act of Congress, so far as to cause them to be credited with the sum of $122,102.46, and refused to credit them with the remainder; whereupon they proceeded by mandamus to compel him to credit them with that remainder. The Supreme Court held the Solicitor to have been an arbitrator; that his decision was final; that the Postmaster-General could not review it; that the crediting Stockton & Stokes with the amount of the award was a mere ministerial act, the performance of which by the Postmaster-General could be compelled by mandamus; and it was so compelled.

It is quite impossible, as we conceive, to overlook the great difference between the comprehensive power conferred in that case upon the Solicitor and the limited one granted here to the Postmaster-General. There the Solicitor was authorized to do three things which the Postmaster-General was not authorized to do here: 1. To settle as well as adjust the claims; 2. To determine the equity of the claims; and, 3. To make the parties such allowances as to him might seem right, according to the principles of equity. And to clothe his action with that finality which is of the essence of every award by an arbitrator, the act laid upon the Postmaster-General the imperative mandate to credit the parties with such allowances.

Contrasted with this, we have here the simple, naked power "to investigate and adjust." There is no power to "settle," no power to determine" equities, no power to make "allowances" otherwise than upon the rules of adjustment laid down in the joint resolution; but the whole capacity conferred is merely to adjust. And what is it to adjust? According to Worcester, it is "to prepare and put in order for settlement;" and according to Webster, "to settle or bring to a satisfactory state, so that parties are agreed as to the result." Manifestly every arbitration contains an adjustment and more; but equally manifestly, every adjustment does not contain an arbitration. In no sense are the words adjust and arbitrate convertible terms. It is, therefore, quite in vain to contend that the joint resolution involved in this case was a submission by the Government to an arbitrament and award.

But the claimant takes still higher ground, and insists that the power to adjust includes the power to adjudicate. This position is less tenable than the other. To adjudicate is to try and determine as a court; to render a judgment or sentence upon a case presented.

We know of no case in which it was ever held that that high power was included in the word adjust. The nearest to it that we have observed is Vigo's Case, (21 Wallace, 648,) where the Supreme Court decided that a reference by Congress of a claim to this court, "with full jurisdiction to adjust and settle the same," was a reference of it
34 "for judicial determination;" and that from our decision of the claim under such a reference an appeal would lie. But, obviously, the ruling there does not touch this case; for even if we leave out of view the effect of the word "settle," in connection with "adjust," which might possibly be considered to have a material bearing upon the scope of the authority granted, there is this essential difference be-

tween the cases, that in Vigo's the power was conferred upon a body having already the capacities and attributes of a judicial tribunal, and presumably the legislature intended it to exercise them in making the adjustment and settlement; while in this case the naked power to adjust was conferred upon an officer having no such capacities or attributes, and therefore incapable in law of rendering a judicial judgment. Where a reference in a case of this description is made to such an officer, if it be intended that he shall exercise functions other than those appertaining to his office, that intent must be suitably expressed, or he cannot exercise them. Hence, in Kendall's case, as in others, such language was used, while here it was not. When the legislature fails to clothe an officer, in terms, with judicial faculties, it is not for this court to infer them from language apparently having a different intent.

But the closing words of the resolution seem to us cumulatively conclusive against the Postmaster-General's action being regarded either as an award in arbitration or as an adjudication. Those words are, "and the right of appeal from the findings of the Postmaster-General to the Court of Claims is reserved and allowed to said claimant." The use here of the word "findings" indicates what Congress intended in this resolution. That word has a well-known legal meaning, wholly distinct from that of either award or adjudication. It is the equivalent of verdict, and means an ascertainment of a fact or facts, as the bases of further action by the authority, executive or judicial, which authorized the finding. The use of that word, instead of award or adjudication, makes the resolution consistent in its terms, while the use of either of the latter would have made the concluding clause express inferentially what the preceding terms did not express or recognize.

Every view that we have been enabled to take of the matter leads us to the conclusion that the Postmaster-General was not, by the joint resolution, constituted either an arbitrator or a judge, but was invested with a mere ministerial function, which, to be sure, required the exercise of his judgment, but neither required nor authorized the making of an award nor the rendition of a judiclal decision. (Gordon vs. United States, 7 Wallace, 188.)

If, then, he was neither an arbitrator nor a judge, it seems to us to follow, of necessity, that when he passed out of the province of a mere ministerial adjuster, and exercised judicial functions, his acts were unauthorized and null. When, therefore, he declared that he did "award and determine that there is due and owing to said George Chorpenning, from the United States, for and in full satisfaction and discharge of said claims, the sum of $443,010.60," if he meant anything more than a mere announcement of his adjustment, he transcended his lawful authority, and no force or effect can be given to his action, either as an award under an arbitrament or as a judicial determination.

But the claimant urges that if the resolution neither created a submission to arbitration nor authorized an adjudication, yet as it empowered the Postmaster-General to investigate and adjust, and as he did investigate and adjust, and found in favor of the claimant, his finding must be paid by the Government. In its bearing on the operations of the Government this is a rather serious proposition, for, if tenable in
35 this case, it is equally so in every case where the accounting-officers investigate and adjust a claim under the general laws. If it be true that the Government is bound to pay this finding of the Postmaster-General, notwithstanding the repeal by Congress of the resolution under which he acted, it would, as we conceive, be equally true that a finding and allowance by the accounting-officers made under the

general law would have to be paid, though Congress, after it was made, should, by law, have set aside the finding and allowance. It is not for a moment to be supposed that Congress could ever intend, by any legislation, general or special, to place the Government in any such position. In fact, the claimant's right to payment of the amount found by the Postmaster-General in his favor did not, by that finding, become a vested right, but was still in fieri. On the one hand, he could reject it and appeal to this court; and, on the other, the Government could reject it, as it did by repealing the resolution of 1870.

As to the legal effect of that repeal, we can see no substantial difference between this case and that of Gordon, (1 Ct. Cls. R., 1,) in which the judgment of this court was affirmed by the Supreme Court, (7 Wallace, 188.) There, under authority of a joint resolution of Congress, the Secretary of War had made an allowance in favor of a claimant; after which Congress repealed the resolution under which he had acted, and declared that all proceedings under it should be null and void. The Supreme Court held, as this court had, that the Secretary's allowance was no award by an arbitrator; and the concluding sentences of the opinion of that court apply as well to this case as to that. "The joint resolution of June 1, 1860," say the court, "gave the appellant a tribunal before which his claims might be investigated. The repeal of that resolution only deprived him of that tribunal. It was competent for Congress to abolish the tribunal it created for the adjustment of the appellant's claims, or it might have committed them to some other authority. In either event the claimant's right would not have been violated; only his remedy for the enforcement of those rights would have been taken away or changed. The power that created this tribunal might rightfully destroy it, unless some rights had accrued which were the result of the creation of such tribunal and inseparable from it. Here no such rights had resulted from the passage of this resolution. The appellant was left where that resolution found him. His right to importune Congress for more was not at all impaired by its repeal."

The fact that there the repealing resolution declared all proceedings under the former resolution null and void, does not make any essential difference between that case and this. The vital point there was, that the authority of the Secretary of War had ceased to exist, and his action could not survive his authority. The well-settled principle in such cases is, that inchoate rights conferred by statute are destroyed by the abrogation of the statute. The repealing resolution therefore made the Secretary's proceedings no more certainly null by declaring them so than they would have been by the simple repeal without such declaration.

The result of the conclusions we have expressed is, that there is nothing in the claimant's case of which this court can take jurisdiction. His action is upon the Postmaster-General's allowance, which he assumes to be "a valid and binding award and judgment," and he asks judgment upon it as the foundation of his right, and for the amount of it as a liquidated and fixed debt. As it is neither an award nor a judgment, it is not a contract, expressed or implied, with the Government of the United States; and, as the resolution is repealed under
36 which it was made, it is not a claim founded upon a law of Congress; and, as it is not founded upon a regulation of an Executive Department, there is nothing in it which brings the case within the range of our jurisdiction.

In our opinion, the demurrer ought to be overruled and the petition dismissed.

NOTT, J., concurring:

The joint resolution for the relief of George Chorpenning is an exceedingly obscure enactment, embracing different and incongruous subjects, and containing provisions hitherto unknown to our statutory law. The resolution referred to the Postmaster-General a new and substantial cause of action which was a proper subject for investigation and adjustment, or for arbitrament and award; it also, and without discrimination, referred another matter which had been judicially determined to be at an end, and as a cause of action to have no legal existence. (Chorpenning's case, 3 C. C. R., p. 140.) If it were intended that the Postmaster-General should act as an arbitrator, the intention is met by the fact that the Supreme Court had then decided that as to half the matter here referred he could only act ministerially. If the intention was that he should act as an accounting-officer, it is likewise met by the fact that an appeal was allowed to a judicial tribunal, and that the Supreme Court had also decided that an appeal cannot be given to a court of the United States from the acts of an officer acting ministerially. (The United States v. Fereira, 13 How., p 40.) If it be said that the appeal was intended to be to the judges as commissioners, the suggestion is negatived by the fact that it is in express terms to the "court," and that the Supreme Court has decided that the reference of a power to a court, eo nomine, precludes the judges from acting in the capacity of commissioners. (The United States v. Todd, 13 How., p. 52, note.) As to the right of appeal which the joint resolution gives, there is no remedy prescribed, no time fixed, nor does the resolution refer it to any established system, nor does any such system, indeed, exist. In short, it is impossible to administer this statute until it is holpen out by a species of judicial legislation. When such judicial legislation is applied in one way, it will be very easy to say that Congress manifestly intended the reference to the Postmaster-General should be a mere accounting, binding nobody; and when the judicial legislation is applied in another way, it will be equally easy to say that Congress manifestly intended the reference to be an arbitrament final and conclusive, and mutually obligatory in its character; but until some such help is applied to the enactment, there are no two judges who can agree as to what it does mean, or indeed that it means anything.

Assuming that two duties were devolved upon the Postmaster-General by the resolution, and that the one was a ministerial re-adjustment of an account under Gordon's case, (7 C. Cls. R., p. 46,) and the other an arbitrament under Kendall v. Stokes, (12 Peter's R., p. 524,) and that the so-called award of the Postmaster-General can be divided so as to lay out of sight the matter of accounting, and to bring before us simply the matter of arbitrament, the case will then present the very question suggested by Mr. Justice Thompson in Kendall v. Stokes, viz, the effect of a repeal of the referring act before the payment and ratification of the award.

I regret that this question is not to be exhaustively examined and finally determined, for it is a question which for many years has been appearing and disappearing and re-appearing; and for many reasons it is desirable that the rule in regard to it be authoritatively
37 declared. The examination which I have been able to give to it is trivial, but I am inclined to think that the rule must be substantially as follows: These statutes, referring a claim to a public officer to settle and adjust or to investigate and award, lack that mutuality of obligation which is essential to bind either party until the reference reaches the point where it receives a mutual and final ratification by

the payment of the award on the one side and acceptance thereof on the other. In the ordinary arbitrament of individuals the award is conclusive from the moment it is made, not because of the judicial character of the umpire, but because the parties, by express agreement, have imparted to his decision that finality which is inherent without agreement in the decisions of judicial tribunals. I have no doubt that if Congress were to so frame a private act as to pledge the Government on the one hand and require from the claimant an express agreement on the other, there would ensue a binding submission, and that an award made in pursuance thereof would confer a vested right and be in itself a good cause of action, not revocable at the pleasure of either party and not affected by the subsequent repeal of the enactment. (Twenty per cent. Cases, 9 C. Cls., p. 103.) But under statutes like the one now under consideration there is no such binding mutuality of submission. The claimant is not bound to go before the arbitrator; he is not bound to remain there if he goes, nor to await his decision, nor to abide by it when it comes, and in the absence of his express agreement, no estoppel will arise binding him until he has received a benefit; in other words, until he has accepted an award. If the award be against him, or for a trifling amount, he can say that he never agreed to be bound by it; that the tribunal was not judicial; and that Congress never provided that its decision should be obligatory upon either party. What the one party may do in such a case the other may do; what does not bind both does not bind either, and the disaffirmance by the Government in this case appears to me to be nothing more than the exercise of a right which both parties possessed, and which either, up to the time of final ratification, could resort to at pleasure.

LORING, J., dissenting:

I think that this case is distinguished from the case of Gordon vs. The United States, (7 Wal., 188,) and from the other cases cited, by the last sentence of the joint resolution of 15th July, 1870, which is as follows: "The right of an appeal, from the findings of the Postmaster-General to the Court of Claims, is reserved and allowed to the petitioner."

From the difference in nature between judicial and ministerial powers, neither can perform the function of the other; and, therefore, as decided in the case of The United States vs. Fereira, (13 How., 40,) an appeal cannot be given to a court of the United States from an officer acting ministerially or from ministerial action, and I think it a necessary implication that the intent of the resolution giving an appeal here was that the Postmaster-General should act judicially; for where the action of Congress is referable to an intent within its powers, it cannot be referred to an intent not within its powers.

And unless the Postmaster-General was to act judicially, the purpose of the resolution—which was to give to the claimant a judicial determination of his case—could not be executed at all; for the appeal is given, not to the judges of the Court of Claims, but, in express terms, to the Court of Claims. And by the decision of the Supreme Court in the case of The United States vs. Todd, (13 How., 52, note,)
38 where a power is given by statute to a court, eo nomine, it can be used only by the court, acting as such, and cannot be exercised by the judges acting as commissioners and ministerially out of court.

And I find nothing in the resolution which indicates to me that the Postmaster-General was not to act judicially. Where claims of money

for services are referred to an accounting officer, the presumption is that he is to act as such, and therefore ministerially. But, where the reference is not to an accounting officer, the presumption does not arise, and then the act of reference is to be construed by its terms, as it would be if made between individuals.

And the Postmaster-General is no more an accounting officer of the Government than is the President of the United States. The Postmaster-General may understand especially well matters relating to the mail-service, and that would qualify him to be an arbitrator, but it would not make him an accounting officer. And the terms of the resolution are "to investigate and adjust the claims, &c." And I think that these terms would be efficient to constitute a submission to arbitration between individuals.

And if the Postmaster-General acted judicially, then his findings, which were to include the whole case before him and its law as well as its facts, were an award, and I think it was not revoked by the resolution of February 9, 1871. That does not purport to do any such thing; for by its terms it merely repeals the resolution 15th July, 1870, and thus revokes the powers of the Postmaster-General from the date of the repealing resolution. And that would no more revoke an award previously made by him than the repeal to-day of the statutes organizing this court would revoke all the judgments it had ever rendered. And if Congress has the power to revoke an award already made, it has not used it in the resolution of 1871, and the inference from that is that it did not mean to do it.

For the reasons stated, I think that under the resolution of 15th July, 1870, the Postmaster-General acted judicially; that therefore his findings were an award; that that was not affected by the repealing resolution of 9th February, 1871, and is now a ground of action here under our general jurisdiction over awards.

My conclusion is, that the demurrer to the defendant's pleas should be sustained.

At the hearing of this case some stress was laid on the pleadings and conclusions from them. But we have no pleadings in this court, and therefore I think the rules of common-law pleadings cannot be used here to affect the rights of any party. It is true that our rules recognize pleas and demurrers, and, therefore, their use; but this is only a convenience to court and counsel in obtaining a concise statement of the case to be adjudged. And I think all that the pleas and demurrer in this case amounted to was, that the case was to be adjudged on the facts shown in the petition and pleas without taking evidence.

39 In the Court of Claims, Dec. term, 1875.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

Motion to amend the petition.

The claimant by his counsel asks leave to amend the original petition as follows:

1st. To insert on page 7 of the printed petition, after the words "Postmaster-General," at the end of second paragraph, as follows: "And the report of the said John A. J. Creswell annexed to and accompanying said award is hereto annexed to and made part of this petition, and for greater certainty is marked 'Exhibit A.'"

2nd. And after the 3d paragraph on said page 7, the following, to wit:

"And your petitioner avers that afterwards, to wit, on the 30th day of December, A. D. 1870, or thereabouts, he did in due form of
40 law accept, ratify, adopt and confirm the said award, report, findings and account, so made by him the said John A. J. Creswell in manner, form, and amount as aforesaid, and did then and there request and demand that payment thereof should be made to him by the United States, of the sum and amount so awarded to and reported in his favor by the said John A. J. Creswell."

3d. And also to add to the end of the petition after the prayer for judgment, as follows:

"With lawful interest upon the same from and after the twenty-third day of December, A. D. 1870."

Respectfully submitted.

JOSEPH CASEY,
Atty. for Claimant.

Filed March 9, 1876.

41 In the Court of Claims, Dec. term, 1875.

Extract from journal of court, March 13, 1876.

GEORGE CHORPENNING *vs.* THE UNITED STATES. } No. 10693.

The motion for leave to amend the petition in this case was allowed. By the court.

(NOTE BY THE CLERK.) The original petition as amended is found on the first and immediately succeeding pages of this record. J. R.

42 In the Court of Claims of the United States, December term, 1875.

GEORGE CHORPENNING *vs.* THE UNITED STATES. } No. 10693.

Plea to the amended petition.—Filed April 27, 1876.

Now come the defendants, by their Attorney-General, and say that the claimant herein should not further have or maintain his suit against the defendants, for the reason that, after the enactment of the joint resolution of the Senate and House of Representatives of the United States, approved July 15, 1870, set forth in the claimant's amended petition, and after the taking of certain action by the said Postmaster-General, as set forth in claimant's amended petition, the Senate and House of Representatives of the United States of America in Congress assembled acted on the said claim of the petitioner, which action is not set forth in his amended petition, but which was as follows, namely, by a joint resolution of the said houses of Congress, approved February 9, 1871, entitled "Joint resolution repealing the joint resolution approved July fifteenth, eighteen hundred and seventy, entitled a 'Joint resolution authorizing the Postmaster-General to adjust the accounts of George

Chorpenning,'" (the said last-mentioned joint resolution being the joint resolution of July 15, 1870, set forth in the petition,) and which joint resolution of Feby. 9, 1871, is in the words following:

"Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, that the joint resolution approved July fifteenth, eighteen hundred and seventy, entitled a 'Joint resolution authorizing the Postmaster-General to adjust the accounts of George Chorpenning,' be, and the same is hereby, repealed."

Wherefore the defendants ask judgment, &c.

THOMAS SIMONS,
Assistant Attorney-General.

43 In the Court of Claims of the United States.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

General demurrer to defendants' plea.—Filed November 29, 1875; *refiled May* 3, 1876. *J. R.*

And the said claimant, as to the special plea of the said defendants, by them pleaded, saith that the same, and the matters therein contained, in manner and form as the same are pleaded and set forth in said action, are not sufficient in law to bar or preclude him, the said claimant, from having or maintaining his aforesaid action thereof against the said defendants; and that he, the said claimant, is not bound by law to answer the same; and this he, the said claimant, is ready to verify. Wherefore, by reason of the insufficiency of the said plea in this behalf, the claimant prays judgment, and the aforesaid amount of four hundred and forty-three thousand and ten dollars and sixty cents, due him from the said defendants, by reason of the said award, and accounting, as is alleged and set forth in his said petition, to be adjudged to him, &c.

JOS. CASEY,
Attorney for Claimant.

May 3rd, 1876.

44 In the Court of Claims of the United States, December term, A. D. 1875.

GEORGE CHORPENNING
vs.
THE UNITED STATES. } No. 10693.

And now comes the Attorney-General on behalf of the United States, and makes answer to the amended petition of the claimant herein; and not confessing the same, or any part thereof, denies each and every the allegations therein contained, and calls for strict proof of the same.

And as to so much of the said amended petition as sets forth and avers that the United States are indebted to the said claimant in the sum of four hundred & forty-three thousand & ten dollars & sixty cents, says that they are not indebted to the said claimant in the said sum of money, nor any part thereof.

And as to so much of the said amended petition as avers that the said claimant has at all times borne true faith and allegiance to the Government of the United States, and never voluntarily aided, abetted, or

given encouragement to rebellion against the said Government, denies the said allegation.

THOMAS SIMON,
Assistant Attorney-General.

Filed May 4, 1876.

45 In the Court of Claims, December term, 1875.

Extract from journal of court, May 4, 1876.

GEORGE CHORPENNING } *vs.* THE UNITED STATES. } No. 10693.

The demurrer filed by the claimant May 3, 1876, to the special plea of the defendants April 27, 1876, was overruled; and the claimant declining to make further answer to the pleas of the defendants, it is ordered that the claimant's petition be dismissed.

By the court.

46 In the Court of Claims, December term, 1875.

GEORGE CHORPENNING } *vs.* THE UNITED STATES. } No. 10693.

The claimant hereby appeals from the judgment of this court to the Supreme Court of the United States, and respectfully prays that the said appeal may be allowed.

JOSEPH CASEY,
Atty. for Claimant.

Filed May 4, 1876.

Ordered, that the appeal be allowed as prayed for.
By the court.
May 4, 1876.

47 In the Court of Claims.

GEORGE CHORPENNING } *vs.* THE UNITED STATES. } No. 10693.

I, John Randolph, assistant clerk of the Court of Claims, do hereby certify that the foregoing are true transcripts of the pleadings in the above-entitled cause, and the final judgment of the court thereon; of the application of the solicitor for claimant for the allowance of an appeal, as filed in the clerk's office May 4, 1876, and of the order of the court of claims allowing the same; of the opinion of the court; of the concurring opinion, and of the dissenting opinion, filed February 28, 1876, upon the order being made by the court overruling the demurrer of claimant to special pleas of the defendants.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Washington, this sixth day of May, A. D. 1876.

[SEAL.] JOHN RANDOLPH,
Asst. Clerk Court of Claims.

(Indorsement on cover:) No. 643. George Chorpenning, appellant, vs. The United States. Court of Claims. Filed 6th May, 1876.

Supreme Court of the United States.

OCTOBER TERM, 1876.

No. 643.

GEORGE CHORPENNING

vs.

THE UNITED STATES.

Abstract of Certain Private Acts of Congress

FOR THE

ADJUSTMENT AND PAYMENT OF

PRIVATE CLAIMS,

From May 8, 1792, to March 4, 1875,

With references to each Act, and a Preface and Index, presented as an Appendix to Brief of Claimant's Counsel,

BY

JOSEPH CASEY & GEORGE EARLE

Judd & Detweiler, Printers.

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The power in these acts was respectively conferred—

On the Secretary of State.
Treasury.
War.
Navy
Interior.
Attorney General.
Postmaster General.
accounting officers.
Solicitor of the Treasury.
Comptroller "
Commissioner of Indian Affairs.
Land Office.
Customs.
Quartermaster General, and others.

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ABSTRACT

Of Certain Private Acts of the United States

PASSED FOR THE ADJUSTMENT OF

PRIVATE CLAIMS,

FROM

MAY 8, 1792, TO MARCH 4, 1875,

Embraced in United States Statutes at Large, Private Laws, Vol. 6, and from Vol. 9 to Vol. 18, inclusive.

PREFACE.

This appendix is designed—

1st. To show the general course and character of congressional legislation in relation to the settlement and payment of private unliquidated claims against the United States.

2d. To show the terms and phrases habitually used by Congress when intending that the settlement authorized shall be final; and also the contrary.

3d. The various words and terms by which the powers to make such final settlements have been conferred by Congress in their enactments.

4th. To show that such legislation has been in reference to cases like the one at bar; over which, the officers to whom they have been respectively referred, had no powers

in the premises as accounting officers, but only such as were specifically conferred by the special laws themselves.

5th. To show that Congress has habitually, if not universally, where the settlement of the matters referred have involved the exercise of judgment and discretion, conferred the power of final disposition upon the officer designated to make the settlement.

6th. To show that in less than one out of every two hundred of the cases referred by the acts contained in this appendix, has Congress, by subsequent legislation, interfered to prevent the consummation of the settlement made as authorized; and in the exceptions, only for urgent and special causes.

7th. To show, that in cases where the liability of the Government and the amount due had been legally determined or ascertained, Congress has habitually recognized the obligation of the United States to pay interest upon such sum.

An act for the relief of George Chorpenning, Jr.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General be, and is hereby, required to adjust and settle the claim of said Chorpenning, as surviving partner of Woodward & Chorpenning, in his own right, for carrying the mails by San Pedro, and for supplying the post office in Carson's Valley, and also for carrying part of the Independence mail by California, allowing a *pro rata* increase of compensation for the distance by San Pedro, for the service to Carson's Valley, and for such part of the eastern mail as was carried by California during all the time when said services were performed as shown by the affidavits and proofs on file in the House of Representatives.

SEC. 2. *And be it further enacted*, That the Postmaster General be, and is hereby, required to adjust and settle the claim of said Chorpenning, as surviving partner of Woodward & Chorpenning, for damages on account of annulment

or suspension of Woodward & Chorpenning's contract for carrying the United States mail from Sacramento, in California, to Salt Lake, in Utah territory, as shown in the affidavits and proofs on file in the House of Representative.

SEC. 3. *And be it further enacted*, That the Postmaster General be required to allow and pay to said Chorpenning his full contract pay during the suspension of Woodward & Chorpenning's contracts, from the fifteenth day of March, eighteen hundred and fifty-three, to the first of July of the same year. And also to allow and pay to said Chorpenning thirty thousand dollars per annum from the first day of July, eighteen hundred and fifty-three, when he resumed service under the contract of Woodward & Chorpenning down to the termination of his present contract, which said sum of thirty thousand dollars per annum shall be in lieu of the contract pay under both contracts. And the sums in this act authorized to be allowed shall be paid out of the Treasury.

Approved March 3, 1857. 11 Stat., 521.

Joint resolution authorizing the Postmaster General to adjust the accounts of George Chorpenning.

Be it resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Postmaster General is hereby authorized and directed to investigate and adjust the claim of George Chorpenning, under the first section of an act for his relief, approved March 3, 1857, on the basis of compensation allowed by said act for the regular service: and the claim growing out of the curtailment and annulment of his contract on route No. 12,801, on the basis of his agreement with the Postmaster General for the service, to be settled as provided for the services named in said act of March 3, 1857; and the right of appeal from the findings of the Postmaster General to the Court of Claims is reserved and allowed to the said claimant.

Approved July 15, 1870. 16 Stat., 673.

AWARD OF POSTMASTER GENERAL CRESWELL.

Whereupon I, John A. J. Creswell, Postmaster General

Abstracts of Acts from Vol. 6, United States Statutes at Large.

May 8, 1792.—John Brown Cutling.

Secretary of State to inquire into claim of, and upon proof, to ascertain what sum due to or from him, *and report to Congress.* P. 10.

February 22, 1793.—Thomas Wishart.

Comptroller to adjust and settle account of, and to allow him the additional pay to which he may be entitled, &c. P. 11.

May 31, 1794.—Arthur St. Clair.

Accounting officers to examine accounts of, and to make allowance and interest on balance due him for advancements. P. 16.

June 4, 1794.—Lewis Dubois.

Comptroller to adjust accounts of, as a Colonel-in-line, and allow him commutation-pay for life, &c. P. 16.

June 28, 1795.—Samuel Prioleau.

Accounting officers to adjust and settle a claim of, for property taken at Charleston for use of United States; provided he produce proof, &c. P. 18.

February 27, 1795.—Angus McLean.

Officers of Treasury to issue and deliver to, certificate of $254.43, with interest, at six per cent., from 1st July, 1783. P. 20.

March 2, 1795.—Spencer Mann and others.

Comptroller to receive and examine such evidence as shall be submitted in relation to certain property, and if sufficient, to allow drawbacks, and to pay, &c. P. 21.

February 26, 1796.—Benjamin Strother.

Accounting officers to settle accounts of, for supporting recruits, and allow him a reasonable sum on proof, &c. P. 22.

May 30, 1796.—Sylvanus Bourne.

Accounting officers to settle accounts of, as Consul, for advances made for relief of master and crew of ship Washington. P. 27.

June 1, 1796.—General Nathaniel Greene's Estate.

To be indemnified for a bond given by him 1783, if it shall appear he has not been indemnified, and shall liquidate and settle amount due on said bond, and to pay the amount. P. 28.

March 3, 1797.—George Smith and John Robertson.

Accounting officers to examine claims and vouchers, for ransom from Algerines, and deduct any sums heretofore received, and pay balance. P. 29.

March 3, 1797.—John Brown.

Comptroller to determine, upon evidence, of the export of certain property, and upon satisfactory proof to allow drawback and pay. P. 30.

January 20, 1798.—John Frank.

Accountant for War Department to settle the accounts of, and to allow him pay, &c., during captivity. P. 32.

January 23, 1798.—General Kosciusko.

Secretary of Treasury to pay to, an interest, at the rate of six per cent. per annum, on the amount of certificate due to him from the United States. P. 32.

February 27, 1798.—William Alexander.

Accounting officers of Treasury to settle the accounts of, for services, &c., "and that he be allowed such sum for his said services and expenses, as shall be deemed reasonable." P. 33.

February 15, 1799.—Thomas Lewis.

Proper accounting officers of Treasury to settle accounts of, and to allow him in full for his extra services and expenses a sum not exceeding $——. P. 37.

February 19, 1799.—Jonathan Haskill.

Accounting officers of Treasury to credit and allow to, the sum of money lost by him. P. 37.

March 2, 1799.—Comfort Sands and others.

Accounting officers of the Treasury to examine and decide upon the validity of a certain award or report made by four referees in claim of, for supplies furnished to troops.

Said officers to be governed by legal principles. "If, in the opinion of the accounting officers aforesaid, the said award or report ought to be binding and obligatory against the United States," the claimants "shall be entitled to have their said claim against the United States, as on the said award, allowed and settled at the Treasury in the usual manner, and shall be paid. P. 38.

February 11, 1800.—John Vaughan.

Accounting officers of the Treasury to settle the account of, and to allow him the amount of the difference in his favor, and that the same be paid out of moneys not otherwise appropriated. P. 39.

March 29, 1800.—Campbell Smith.

Proper accounting officers of the Treasury liquidate and settle the account of, for services as judge advocate, and that he be allowed for said services. P. 40.

April 16, 1800.—Corporation of Rhode Island College.

Accounting officers of the Treasury to liquidate and settle the claims of, for use of, and injuries to edifice by troops, and the sum found due be paid. P. 40.

February 25, 1801.—Nathaniel Holmes.

Accounting officers of the Treasury to settle the account of, and allow him such sum of money as shall appear to have been paid by him for transportation, &c., of troops. P. 43.

January 14, 1803.—Charles Hyde.

Proper accounting officers of the Treasury liqui-

date and settle account of, for services as judge advocate, and that he be allowed such pay and emoluments in addition to pay as allowed by law. P. 49.

March 2, 1803.—Moses White.

Proper accounting officers adjust and settle the claim of, for additional pay and emolument as aid-de-camp, and that they liquidate the same in like manner as though a final settlement certificate, in the customary form, had been issued therefor when due. P. 50.

March 26, 1804.—John Habersham.

Proper accounting officer of the Treasury to allow a charge, in settling account of, and also the amount of a draft not heretofore credited on his account. P. 54.

March 26, 1804.—David Valenzin and others.

Proper accounting officers to ascertain the value of property captured from, to enable the Secretary of the Navy to restore.

Also, Secretary of the Navy cause to be liquidated and paid the claims of individuals who maintained said David, and defrayed expenses of his interment. P. 54–5.

March 26, 1804.—Moses Young.

Accounting officers of the Treasury to liquidate the account of, for services rendered to the United States. P. 55.

January 31, 1805.—Alexander Murray.

Proper accounting officers liquidate and adjust with, the account of damages, interest, and charges, in case of schooner recaptured by him, and that the same be paid out of any moneys in the Treasury not otherwise appropriated. P. 56.

January 31, 1805.—John Steele.

Proper accounting officers liquidate and settle the account of, for services as secretary of Mississippi Territory, and that the legal compensation be paid to him for his salary and official expenses. Pp. 56–7.

January 17, 1807.—George Little.

Proper accounting officers liquidate and adjust with, the account of damages, interest and charges, in the case of brig captured by him, and that the same be paid out of moneys in Treasury not otherwise appropriated. P. 63.

March 3, 1807.—Oliver Pollock.

Proper accounting officers of the Treasury to liquidate and settle the account of, as agent for the United States for expenses, &c., with interest until paid, and that the same be paid out of moneys in the Treasury not otherwise appropriated. P. 65.

March 3, 1807.—Stephen Sayre.

Accounting officers of the Treasury to settle the account of, as secretary of legation, and allow him, &c., with interest on the whole sum until paid. P. 65.

March 3, 1807.—William Eaton.

Proper accounting officers to liquidate and settle accounts between United States and, late consul, under direction of Secretary of State. P. 65.

January 21, 1808.

Accounting officers of the Treasury to credit and settle accounts of persons who have incurred expense in impeachment of S. Chase, by authority, and the same shall be paid. P. 70.

April 18, 1808.—Thomas Barclay's heirs.

Proper accounting officers of the Treasury to liquidate and settle the account of, for services rendered; to credit him with goods, &c., purchased, "and that they pay the balance with interest to the legal representatives of," out of unappropriated moneys. P. 72.

April 21, 1808.—Darius Gates *et al.*

Proper accounting officers of Treasury to liquidate and settle the account of, and allow the principal sum paid to the United States for certain land, with costs in defending title, and interest on the whole sum that may appear to be due, out of unappropriated moneys. Pp. 72–3.

April 22, 1808.—Philip Turner.

Accounting officers of the Treasury to liquidate and settle account of, surgeon, and allow him commutation. P. 73.

April 25, 1808.—George Hunter.

Proper accounting officers to examine and settle accounts of, and allow credit for property destroyed. P. 78.

January 12, 1809.—Augustin Serry.

Proper accounting officers of the Treasury to settle account of, and allow him pay and emoluments, and that they pay the balance which may be found due out of unappropriated moneys. P. 79.

February 28, 1809.—Daniel Cotton.

Proper accounting officers of Treasury to settle account of; make certain allowances, and pay the balance, with interest, out of unappropriated moneys. P. 80.

December 28, 1809.—William & Elias Rector.

Accounting officers of the Treasury to settle the claim of, for surveys. P. 87.

February 14, 1810.—John N. Stout.

Proper accounting officers of the Treasury to settle the account of, and allow him the legal fees, and pay the sum found to be due, out of unappropriated moneys. P. 88.

April 25, 1810.—Moses Young.

Accounting officers of the Treasury to settle the account of, as Secretary of Legation; make certain allowances, and after deducting moneys paid him, pay the balance, with interest. P. 89–90.

January 21, 1811.—Anthony Wayne's Executor.

Proper accounting officers to re-examine and settle the accounts, and allow credit for certain expenses and services. P. 96.

February 13, 1811.—John E. Leitensdorfer.

Proper accounting officers of the Treasury to settle

account of, and allow him certain pay, for services as inspector of troops in Africa. P. 97.

January 31, 1812.—Hubbel & Goddard.

Secretary of Treasury authorized and empowered to decide on certain cases, and to require satisfactory proof.

Section 2 makes an appropriation "to render effectual the decision of the Secretary of the Treasury, school it be in favor of the said, or either of them." P. 104.

March 10, 1812.—Board of Commissioners west of Pearl River.

Proper accounting officers of the Treasury to audit and settle accounts of, and allow a per diem for actual attendance. P. 104.

April 8, 1812.—Thomas Wilson.

Accounting officers of the War Department authorized and required to audit and settle account of, for rations furnished troops, and for unforseen and unavoidable expenses he shall adduce evidence to prove he incurred in furnishing the same. P. 107.

April 24, 1812.—Aaron Greeley.

Accounting officers of the Treasury authorized and *required* to settle claim of, and make certain allowances in full for his services as assistant surveyor. P. 107–8.

May 1, 1812.—Charles Minifie.

Comptroller of the Treasury authorized and *required* to settle the account of, for cargo of ship-building materials; "and if in his judgment the said, has not heretofore received a just and adequate compensation therefor, he allow the said, such additional sum as he may deem just and equitable." P. 108.

May 11, 1812.—John Thompson.

Proper accounting officers of the Treasury required to settle account of, as captain, and allow him for moneys advanced, and also arrearages for services,

which shall be paid out of unappropriated moneys in the Treasury. P. 108.

May 14, 1812.—Thomas F. Reddick.

Accounting officers of the Treasury authorized and required to settle and adjust account of, for services as clerk, and allow for compensation, deducting therefrom whatever sums he may have received on account thereof. P. 108.

May 20, 1812.—John N. Stout.

Accounting officers of the Treasury directed to adjust and settle account of, for fees and compensation as jailor. P. 109.

May 22, 1812.—Thomas and William Streshly.

Accounting officers of the Treasury authorized and directed to settle account of, respectively, and to carry balance due to Thomas to credit of said William in his account with the United States. P. 109.

June 24, 1812—William D. Beall.

Accounting officers of the War Department, in settlement of account of, allow pay and emoluments of inspector, &c., to be paid out of unappropriated moneys in the Treasury. P. 110.

July 1, 1812.—John Durkee.

Accounting officers of the War Department authorized and required to settle the account of, and allow his sole heiress his seven years' half-pay and interest thereon. P. 110.

February 2, 1813.—Jared Shattuck.

That there be paid to, out of any moneys in the Treasury not otherwise appropriated, the amount of decree of United States Supreme Court in his favor, with interest at six per cent. on part. P. 116–17.

March 3, 1813.—Washington Lee.

Proper accounting officer of War Department directed to allow to, certain pay for services as judge advocate. P. 118.

March 3, 1813.—Executrix of Samuel Lapsley.

Accounting officers of Treasury authorized and directed to settle account of, and allow amount of two final settlement certificates and interest.

P. 119.

July 22, 1813.—Edwin T. Satterwhite.

Accountant of Navy Department authorized to pay to, such sum as, in his judgment, may be due for pay and commissions. P. 121.

July 22, 1813.—Alexander Scott.

Secretary of State directed to cause to be settled the accounts of, for his trouble and expenses in certain cases; to allow full reimbursement for all expenses incurred, and such compensation for trouble as may be deemed just and equitable. P. 121.

July 26, 1813.—Elisha J. Winter.

Proper accounting officers authorized to adjust and liquidate claim of, for property taken for use of United States army, "and on due examination to allow him therefor such amount as may appear equitable." Appropriation for satisfying claim. P. 121.

August 2, 1813.—Officers and crew of brig Vixen.

Accountant of the Navy Department authorized and required to assume a day certain as the day for settling and balancing certain accounts.

Secretary of Navy authorized to allow and pay to the, "such sum of money as, in his judgment, may be due to them for their pay." P. 124.

August 2, 1813.—David Henley.

Proper accounting officers authorized and directed to liquidate and settle accounts between the United States and, "upon equitable principles, and make him such allowances, and grant him such discharge, as may be deemed reasonable, according to the circumstances of his case, under the direction of the Secretary of the Department of War." P. 125–6.

January 11, 1814.—Richard Dale.

Proper accounting officers of Navy Department

authorized and required to settle and adjust account of, and credit him with stores furnished, &c. P. 127.

February 19, 1814.—William Piatt.

Proper accounting officers of the War Department authorized to adjust and settle the claim of, and allow him certain pay and emoluments, to be paid out of unappropriated moneys. P. 128.

March 28, 1814.—Joshua Sands.

Accounting officers of Treasury required, in liquidating and settling accounts of, to allow certain credits. P. 131–2.

March 31, 1814.—Edwin T. Satterwhite.

Secretary of Navy authorized and required to adjust and settle accounts of, "upon principles of equity and justice, and to make him such allowance as under the circumstances of his case shall appear reasonable." P. 132.

April 9, 1814.—William H. Savage.

Proper accounting officers of Treasury authorized and required to settle and adjust claim of, and allow him such compensation for office rent as may appear reasonable. P. 133.

April 13, 1814.—Joseph Brevard.

Accounting officers of Treasury authorized and directed to settle account of, and that he be allowed amount of certain certificate, bearing interest, and that the amount due be paid out of unappropriated moneys. P. 134.

April 18, 1814.—Benjamin Wall's Sureties.

Comptroller of Treasury authorized to adjust and settle, on equitable principles, accounts of Wall, and to allow any credit which he might have claimed against the United States as an offset to judgment against his securities. P. 138.

April 18, 1814.

Secretary of State directed to liquidate, according to principles of justice and equity, certain claims for advances made for use and benefit of United States. P. 39.

April 18, 1814.—Archibald McCall.

Certain sums of money to be paid to; provided, he prove, to satisfaction of the Comptroller of the Treasury, that certain merchandise have been landed at some foreign port or place. P. 142.

April 18, 1814.—Jervis Cutler.

Proper accounting officers authorized to settle and adjust account of, and allow him pay and emoluments of captain in United States army. P. 143.

April 18, 1814.—John Pitchlyn.

Proper accounting officers of War Department authorized and required to settle and adjust account of, and allow him reasonable compensation for his services, the amount whereof shall be paid out of any moneys in the Treasury not otherwise appropriated. P. 143.

April 18, 1814.

Secretary of the Treasury authorized and empowered to remit the penalty incurred by the illegal unlading of a schooner, if, in his opinion, it ought to be remitted, and to pay the same out of moneys in the Treasury not otherwise appropriated. P. 143.

November 21, 1814.—John Chalmers, jr.

Accounting officers of the Navy Department directed to settle the account of, and allow for actual disbursements made by him upon such terms as may embrace the justice of his case.

The amount, when liquidated by the proper authority, shall be paid out of any money in the Treasury not otherwise appropriated. P. 145.

January 27, 1815.—William Robinson *et al.*

Proper accounting officers of the War Department directed to audit and settle claims of, for damage to property by United States troops, according to the justice of their case—amount, when settled and ascertained, to be paid, &c. P. 146.

February 2, 1815.—Farmington Barkelow.

Accounting officers of the Treasury authorized and

directed to ascertain, agreeably to the provisions of existing laws, the amount due to, on two certificates, with interest thereon. P. 146.

February 2, 1815.—William Arnold.

Accounting officers of the Treasury authorized and directed to ascertain, agreeably to laws heretofore in existence, the amount due on a certain certificate, with interest thereon; the amount found to be due to be paid, &c. P. 147.

February 13, 1815.—Benjamin Wells *et al.*

The person authorized to transact the business of the late supervisor of the revenue in Pennsylvania, authorized and directed to revise the account of, late collector of internal duties, and to audit and settle the same, allowing all proper credits not heretofore passed upon by Congress.

Sec. 2. On appeal, it shall be lawful for the accounting officers of the Treasury to audit and settle the same as justice may require.

Sec. 3. The Secretary of the Treasury may allow such further credits as the said —— may appear to be entitled to, and credit the same upon the judgment against them. P. 147–8.

February 17, 1815.—Joseph Perkins.

Proper accounting officers of the Navy Department authorized to audit and settle the claim of, on account of the destruction of a ship, by ascertaining the value thereof as the merits of the case may require; the amount found to be due to be paid, &c. P. 148.

February 22, 1815.—Saltus, Son & Co.

Accounting officers of Treasury authorized and required to examine and settle the claim of, merchants, and make certain allowances. P. 148.

February 22, 1815.—Mathew Wilson.

Comptroller of Treasury authorized to adjust and settle, on equitable terms, the accounts of, and allow any credits claimed against United States as offset to judgment against sureties of. P. 148–9.

February 24, 1815.—Coolidge & Burnham.

Secretary of the Navy authorized and required to pay to, out of a certain fund, such a sum as will compensate them for certain services and expenses. P. 149.

February 27, 1815.—Jacob Shinnick *et al.*

Proper accounting officers of War Department authorized and directed to audit and settle claims of, for property destroyed, upon such terms as may embrace the justice of their claim; the amount thereof, when audited by competent authority, to be paid, &c. P. 150.

February 27, 1815.—Joshua Sands.

Proper accounting officers of Treasury authorized and directed to liquidate and adjust with, collector, the account of damages, interest, and charges in the cases of certain vessels seized by him. P. 150–1.

March 1, 1815.—Wm. H. Washington.

Proper accounting officers of War Department authorized and directed to ascertain, in such manner as may embrace the justice of the claim, the value of property of, destroyed. The same, when ascertained, to be paid, &c. P. 151.

March 3, 1815.—Eastern Branch Bridge Company.

Proper accounting officer of Navy Department authorized and directed to settle the claim of, for injury done their bridge, by ascertaining the value of such injury in such manner as may be just and reasonable; the amount, when ascertained, to be paid, and applied to rebuilding or repairing of said bridge. P. 152.

March 3, 1815.—Anacostia Bridge Company.

Proper accounting officers of War Department directed to audit and settle claim of, for injury done their bridge; to ascertain the amount of injuries in such manner as may embrace the merits of their claim; the amount, when ascertained, to be paid and used in repairing or rebuilding said bridge. P. 153.

March 3, 1815.—Thomas Sprigg.

Proper accounting officers of Navy Department authorized and directed to audit and settle claim of, for destruction of property; to ascertain value of such property in such manner as may be just and reasonable, which amount shall be paid, &c.

P. 155.

March 3, 1815.

Proper accounting officers of Navy Department directed to adjust and settle claims for tools, &c., destroyed by fire at United States navy yard in Washington, and to pay over amounts found due. P. 155.

January 17, 1816.—Jonathan B. Eastman.

Proper accounting officers of War Department authorized to audit and settle accounts of, paymaster, and allow him such credits as may appear equitable and just. P. 156.

February 1, 1816.—John G. Camp.

Proper accounting officers of War Department authorized to audit and settle the accounts of, in such manner as may be equitable and just. P. 157.

February 15, 1816.—William Morrissett.

Proper accounting officers of Treasury authorized to pay to, the sum paid by him for penalties incurred which were afterwards remitted by the Secretary of Treasury. P. 157.

March 5, 1816.

Proper accounting officers of War Department authorized and required to audit and settle the claims of certain officers and soldiers for prize money, and to allow certain sums to be paid, &c. P. 159.

March 19, 1816.—Gustavis Loomis.

Proper accounting officers of War Department authorized and directed to audit and settle claim of, and allow him such credits as may be equitable and just. P. 159.

March 19, 1816.—John M. Forbes.

Secretary of State authorized to settle and adjust

accounts of, as consul, for money advanced, and interest, losses in exchange, and other incidental expenses, as he may deem equitable and just. P. 159.

March 25, 1816.—Erastus Loomis.

Proper accounting officers of the Navy Department authorized to adjust and settle claim of, and allow him certain pay and emoluments and expenses, to be paid, &c. Pp. 159 and 160.

April 2, 1816.—John T. Wirt.

Proper accounting officers of the War Department authorized and directed to settle claim of, and allow him such credits as may be equitable and just. P. 160.

April 20, 1816.—Xaviers Naudi.

Secretary of the State Department authorized and directed to audit and settle the claim of, for certain services and expenses, and to allow such compensation as may appear equitable and just under all the circumstances of the case. P. 162.

April 24, 1816.—William Flood.

Proper accounting officers of the War Department authorized and directed to audit and settle claim of, for property destroyed—the value thereof to be ascertained in such manner and upon such terms as may be equitable and just. P. 163.

April 26, 1816.—Ephraim Shaler.

Proper accounting officers of War Department authorized and directed to audit and settle the account of, and allow him such credits as may be equitable and just. P. 164.

April 26, 1816.—Company of Virginia Militia.

Accounting officers of War Department authorized and directed to audit and settle the claims of certain officers and soldiers, and to make certain allowances. The amount of the claims to be paid out of any money in the Treasury not otherwise appropriated. P. 164.

April 26, 1816.—Supervisors of Clinton county, New York.

The commissioner to be appointed by virtue of act of Congress, approved April 9, 1816, (ch. 40,) authorized and directed to audit and settle claims of supervisors of Clinton county, New York, for destruction of the court house of said county, by ascertaining the value thereof. The amount so ascertained to be paid out of any money in the Treasury not otherwise appropriated. P. 164–5.

April 26, 1816.—Thomas A. C. Jones.

Proper accounting officers of Navy Department authorized and directed to audit and settle accounts of, and allow him such credits as may be equitable and just. P. 165.

April 26, 1816.—Asher Palmer.

Proper accounting officers of Navy Department authorized and directed to audit and settle claim of, for schooner captured by the British forces in the late war while in the service of the United States, by ascertaining, or causing to be ascertained, the value thereof, in such manner as shall be reasonable and just. And the amount so ascertained to be paid out of any money in the Treasury not otherwise appropriated. P. 165.

April 26, 1816.—William Hamon.

That there be paid to William Hamon out of any money in the Treasury of the United States not otherwise appropriated, the sum of $384.43 cents in full of the amount paid into the Treasury by said Hamon, for duties on certain goods or boxes of sugar, &c. *Provided*, that prior to the payment aforesaid to said Hamon, satisfactory proof be exhibited to the Comptroller of the Treasury that the said boxes of sugar were landed in some foreign port or place.

P. 165–166.

April 26, 1816.—Alexander Roxburgh.

The proper accounting officers of the Treasury Department, authorized and required to liquidate and settle, agreeably to the provisions of the laws hereto-

tofore in existence on that subject, the claim of the heirs of the said Roxburgh, arising on a final settlement certificate issued to said Roxburgh by John Pierce, commissioner for settling the army accounts, for $487\frac{87}{90}$, bearing interest from January 1, 1782, and that the sum which shall be found due thereon be paid to the heirs of said Roxburgh out of any money in the Treasury not otherwise appropriated. P. 167.

April 26, 1816.—Young King, chief of the Seneca Indians.

The Secretary of the Department of War authorand required to cause to be paid to Young King, chief, &c., quarter yearly, the sum of $50.00, during the term of his natural life, as a compensation for brave and meritorious services, &c., and as a provision for the wound and disability which he received in the performance of those services, to be paid out of any money in the Treasury not otherwise appropriated. P. 167.

April 26, 1816.—John Crosby and John Crosby, Jr.

The proper accounting officers of the Navy Department authorized and directed to audit and settle the claim of John Crosby and John Crosby, Jr., on account of the destruction of their property in Hampden, Massachusetts, by fire, and to allow them in the settlement thereof, the value of the said property destroyed as aforesaid. The amount, when ascertained, to be paid out of any money in the Treasury not otherwise appropriated. P. 167–168.

April 26, 1816.—The President and Directors of the Washington Bridge Company.

The Commissioner to be appointed by virtue of the act passed April 9, 1816, (ch. 40,) authorized and directed to audit and settle the claim of the abovenamed company for the injury done to the bridge of said company by order of the Government, or any of its authorized agents, by ascertaining, or causing to be ascertained, the value thereof, in the manner and form prescribed by the provisions of the aforesaid act; the amount thereof, when so ascertained, shall

be paid out of any money in the Treasury not otherwise appropriated. P. 168.

April 27, 1816.—Pay to certain persons made prisoners with the revenue cutter "Surveyor."

The Secretary of the Treasury authorized to settle the accounts for pay of certain persons captured on board the revenue cutter "Surveyor," during the late war with Great Britain, and to pay the amount to them, or their legal representatives, out of any moneys in the Treasury not otherwise appropriated.

And the Secretary of the Treasury is authorized to settle with Samuel Traverse, late master of the cutter "Surveyor," and pay him up to May 17th, 1814. P. 168.

April 27, 1816.—Charles Todd.

The proper accounting officers of the Navy Department, authorized and directed to audit and settle the claim of Charles Todd for a wagon, horses, and tobacco, which he lost in consequence of the wagon and horses being impressed into the service of the United States, by ascertaining the value of said property at the time of its loss, in such manner and upon such terms as may be reasonable and just; the amount of such valuation, when ascertained as aforesaid, to be paid out of any money in the Treasury not otherwise appropriated. P. 171–172.

April 27, 1816.—Paul D. Butler.

That the claim of said Butler for corn, potatoes and hay, alleged to have been used and consumed by the militia, at Lower Sandusky, by order of the commanding general, in the year 1812, may be heard and decided on according to the provisions of an act passed April 9, 1816, (ch. 40.) And the Commissioner, under the aforesaid act, shall proceed, in every respect therein, as if said militia had been part of the regular army of the United States; and that the amount thereof, when so ascertained, shall be paid to the said Butler out of any money in the Treasury not otherwise appropriated. P. 172.

April 27, 1816.—Thomas Farrer, Wm. Young, William Moseley and William Leech.

The Secretary of the Treasury authorized and directed to settle the claims of the above-named parties, assistant marshals, appointed to take the census, &c., in South Carolina, in the year 1810, and to allow them, in the settlement thereof, such compensation as may be adequate to the services which they performed in the capacity aforesaid; and that the amount thereof, when so ascertained, shall be paid to the said parties out of any money in the Treasury not otherwise appropriated. P. 172.

April 27, 1816.—Taylor & McNeal, Evans & McNeal, and Henry and John McCleester.

The proper accounting officers of the War Department authorized and directed to audit and settle the claim of the above-named parties, for the use of their scows, under the authority of the United States, for making a temporary bridge over the basin at Baltimore, in September, 1814, and to allow them, in the settlement thereof, such compensation as may be reasonable and just for the use aforesaid; and that the amount thereof, when so ascertained, shall be paid to the said parties out of any money in the Treasury not otherwise appropriated. P. 172.

April 27, 1816.—The surviving executors of John Ross.

That the commissioner to be appointed under the act of Congress passed April 9, 1816, (ch. 40,) be and is authorized to audit the claim of Charles Ross and Samuel Breck, surviving executors of John Ross, deceased, by ascertaining, or causing to be ascertained, in the manner prescribed in the aforesaid act, the amount of damages which they have sustained, in consequence of the occupation by the troops of the United States, of Point Petre, Georgia, in the loss of the rent of the farm attached thereto, the destruction of the buildings, and of the wood, and other fuel thereon; and that the amount thereof, when so ascertained, shall be paid to the executors aforesaid, out of any money in the Treasury not otherwise appropriated. P. 173.

April 29, 1816.—Elizabeth Hamilton.

The proper accounting officers of the Treasury required to settle the account of Elizabeth Hamilton, widow and representative of Alexander Hamilton, deceased, and to allow her five full years pay for the services of her deceased husband, as a lieutenant-colonel in the Revolutionary war, which five years' full pay is the commutation of his half-pay for life; to be paid out of any moneys in the Treasury not otherwise appropriated. P. 173.

April 29, 1816.—Authority to cancel certain bonds executed by Casper C. Schutte.

The Comptroller of the Treasury authorized and empowered to cause to be cancelled all the export bonds executed by Casper C. Schutte, in his lifetime, for merchandise shipped in the Ariadne, Hammonia, and Enoch; and should judgment have been entered up on any one, or all of said bonds, to direct the collector of customs for the port of Charleston to enter satisfaction on the said judgments, on payment of costs by the representatives of said Schutte. Pp. 173, 174.

January 20, 1817.—William Haslet.

The proper accounting officers of the Treasury Department authorized and empowered to audit and settle the claim of William Haslet, on account of the ship Liberty, by ascertaining, or causing to be ascertained the value thereof, at the time it was delivered, by the request of Charles D. Coxe, Esq., to the Bey of Tunis, in such manner and upon such terms as may be equitable and just; and that the amount thereof, when so ascertained, shall be paid to the said Haslet out of any money in the Treasury not otherwise appropriated. Pp. 183, 184.

February 22, 1817.—Jacint Laval.

The proper accounting officers of the Department War authorized to audit and settle the account of Jacint Laval, late of the army of the United States, in such manner and upon such terms as may be reasonable and just. P. 185.

March 1, 1817.—Legal representatives of John J. Yarnall.

The Secretary of the Navy required to adjust and settle the accounts of John J. Yarnall, deceased, late a lieutenant in the navy of the United States, upon principles of equity and justice, and to make such allowances therein as, under the circumstances of the case, shall appear reasonable. P. 186.

March 1, 1817.—Legal representatives of Ignace C. Delino and of Anthony Cruzat and L. P. Deverges.

The accounting officers of the Department of War authorized and directed to audit and settle the claim of the legal representatives of Ignace Chalmet Delino, deceased, on account of the destruction of the property of the said Delino, and of Anthony Cruzat and L. P. Deverges, in the vicinity of New Orleans, by order of Major General Andrew Jackson.

And the said accounting officers are authorized to appoint three good and discreet citizens, who shall repair to the plantation of the said Delino, where the property is alleged to have been destroyed, and there diligently inquire what property may have been destroyed in the manner aforesaid, and to make a just appraisement of the value thereof, and transmit a true return of such appraisement, under oath or affirmation, to the accountant of *the* War Department, who shall award thereupon such sum, to be paid to the claimants, as may *appear* reasonable and just, which sum, so *awarded*, shall be paid to the said parties out of any money in the Treasury not otherwise appropriated. P. 186.

March 1, 1817.—Flavil Sabin, deceased.

The additional accountant of the Department of War authorized to adjust and settle the contingent recruiting account of Lieutenant Flavil Sabin, with his administrator, Joseph Holland, in such manner as he may judge to be just and equitable. P. 186.

March 3, 1817.—Madame Montriuel.

The additional accountant of the War Department authorized and directed to audit and settle the claim of Madame Montriuel, on account of the injury done

to her plantation by the erection of public works of defence on the same by order of Major General Andrew Jackson, and to allow her, in the settlement thereof, the value of such injury upon terms that may be equitable and just; and that the amount thereof, when so ascertained, shall be paid to the said Madame Montriuel out of any money in the Treasury not otherwise appropriated. P. 187.

March 3, 1817.—Charles Williams.

The proper accounting officer of the War Department authorized and directed to audit and settle the claim of Charles Williams on account of two horses received into the service of the United States, and that he allow him, in the settlement thereof, the value of the said horses; and that the amount thereof, when ascertained, be paid to the said Williams out of any money in the Treasury not othewise appropriated. P. 188.

March 3, 1817.—William Chism.

The additional accountant of the War Department authorized and directed to audit and settle the claim of William Chism, on account of money advanced for shoeing horses belonging to the company which he commanded in February, 1815; and that the amount thereof, when so ascertained, shall be paid to said Chism out of any money in the Treasury not otherwise appropriated. P. 188.

March 3, 1817.—Peter Caslard.

The additional accountant of the War Department authorized and directed to audit and settle the claim of Peter Caslard on account of the destruction of saw-mill and property by order of General Morgan, and that he allow him, in the settlement thereof, the value of such injury as he may satisfactorily show he has sustained in consequence of such destruction; and that the amount thereof, when ascertained as aforesaid, shall be paid to the said Caslard, or his representatives, out of any money in the Treasury not otherwise appropriated. P. 188.

March 3, 1817.—James Villere.

The additional accountant of the War Department, authorized and directed to audit and settle the claim of James Villere, on account of fuel used by the American troops, and that he allow him, in the settlement thereof, the value of the same.

Also the claim of the said James Villere on account of damages sustained by filling up a canal running through his plantation, by order of General Jackson, and that he allow him, in the settlement thereof, a reasonable compensation for opening the said canal, and one years rent for such part of his plantation as was planted with sugar-cane, and overflowed and destroyed in consequence of filling up the said canal. And that the amount thereof, when ascertained as aforesaid, shall be paid to the said Villere out of any money in the Treasury not otherwise appropriated.

P. 192.

March 3, 1817.—John de Castinado.

The additional accountant of the War Department, authorized and directed to settle the claim of John de Castinado, on account of wood and hay taken for the use of the army, and to allow him for the value thereof. And that the amount, when so ascertained, shall be paid to the said Castinado, or his representatives, out of any money in the Treasury not otherwise appropriated. P. 193.

March 3, 1817.—Peter Kindall.

The proper accounting officer of the War Department, authorized and directed to audit and settle the claim of Peter Kindall, on account of merchandise captured by the British forces in the late war, in consequence of having his wagon and team impressed into the public service by order of Major General Brown, and that he allow him, in the settlement, the value of said merchandise. And that the amount thereof, when so ascertained, shall be paid to the said Peter Kindall out of any money in the Treasury not otherwise appropriated. P. 193.

March 3, 1817.—Joseph I. Green.

The proper accounting officers of the Department

of War, authorized to adjust and settle the claim of Joseph I. Green, for the damage done to his house in Plattsburg, under the orders of General Macomb, September, 1814. And that the amount, when ascertained, shall be paid to the said Green out of any money in the Treasury not otherwise appropriated. P. 193.

March 3, 1817.—Journonville de Villiers.

The additional accountant of the War Department, authorized and directed to audit and settle the claim of the above-named party for a fence, used as fuel by the troops of the United States, by ascertaining, or causing to be ascertained, the value thereof, in such manner and upon such terms as may be equitable and just. And that the value thereof, when ascertained, shall be paid to the said de Villiers, or his representatives, out of any money in the Treasury not otherwise appropriated. P. 194.

March 3, 1817.—Caleb Nichols.

The proper accounting officers of the Department of War, authorized to adjust and settle the claim of Caleb Nichols, for the damage done to his house and store, under the orders of General Macomb, September, 1814. And that the amount of such damage, when ascertained, shall be paid to the said Caleb Nichols, out of any money in the Treasury not otherwise appropriated. P. 194.

Mareh 3, 1817.—Mary Wells, executrix of William Wells.

The accountant of the War Department, authorized and directed to audit and settle the claim of Mary Wells, executrix, for a quantity of corn, taken by order of General William H. Harrison, for the use of the army of the United States, and that he allow her, in the settlement thereof, the value of the corn at the time it was taken. And that the amount thereof, when so ascertained, shall be paid to the said Mary Wells, executrix as aforesaid, out of any money in the Treasury not otherwise appropriated. P. 195.

March 3, 1817.—George Buckmaster.

The accountant of the Navy Department, author-

ized and directed to audit and settle the claim of George Buckmaster, on account of whale boats furnished the United States at New York, by order of General George Izard, and to allow him, in the settlement thereof, the value of said boats. And that the amount thereof, when so ascertained, shall be paid to the said Buckmaster, out of any money in the Treasury not otherwise appropriated. P. 195.

March 3, 1817.—James H. Boisgervais.

The additional accountant of the War Department authorized and directed to audit and settle the claim of J. H. Boisgervais, on account of the destruction of his saw-mill and property by order of General Morgan; and that he allow him, in the settlement thereof, the value of such injury as he may satisfactorily show he has sustained in consequence of such destruction.

Also, the claim of the said Boisgervais on account of his wood and fencing, made use of by the American troops for fuel, while stationed below New Orleans, and to allow him, in the settlement thereof, the value of the fuel used as aforesaid.

And that the amount thereof, when ascertained, as aforesaid, shall be paid to the said Boisgervais out of any money in the Treasury not otherwise appropriated. P. 195–196.

March 3, 1817.—The widow and children of Abraham Owen.

That the widow and children of Abraham Owen, late a volunteer aid-de-camp of General Harrison, shall be entitled to all the benefits of the second section of the act of Congress approved April 10, 1812, (ch. 54,) and that they be allowed the same sum of money to which they would be entitled had the rank of major been regularly assigned to the said Owen; and that the said allowance be paid to the said widow and children, according to the provisions of the said act, out of any money in the Treasury not otherwise appropriated. P. 196.

March 3, 1817.—Alexander Holmes and Benjamin Hough.

That the proper accounting officers of the Treasury

Department be, and are, authorized and directed to audit and settle the claim of said Holmes and said Hough, for expenses incurred in endeavoring to survey military bounty lands in Michigan Territory, &c., &c., and which survey they were prevented making by Indian hostilities; and that they allow them, in the settlement of the same, a reasonable compensation for such expenses as were necessarily incurred; and that the amount thereof, when so ascertained, shall be paid to the said Holmes and Hough, respectively, out of any money in the Treasury not otherwise appropriated. P. 196.

March 3, 1817.—William Oliver.

That the additional accountant of the War Department be, and is hereby, authorized and directed to audit and settle the claim of William Oliver, on account of the destruction of his offices by order of the officer who commanded at Fort Wayne in the year 1812; and he allow him, in the settlement thereof, the value of the said houses at that time; and that the amount thereof, when ascertained as aforesaid, shall be paid to the said Oliver out of any money in the Treasury not otherwise appropriated. P. 196.

January 22, 1818.—Winslow and Henry Lewis.

The proper accounting officers of the Treasury Department authorized and directed to settle in such manner as may be just and reasonable the claim of Winslow and Henry Lewis for moneys deposited in the hands of M. M. Noah, late consul of the United States at Tunis, and which may have been applied by the said Noah to the payment of certain bills of exchange, drawn by said Noah on the Department of State, for the purpose of ransoming American prisoners at Algiers; provided that the sum to be allowed shall not exceed $16,396.49, and that the amount thereof, when so ascertained, shall be paid out of any money in the Treasury not otherwise appropriated. P. 198.

April 3, 1818.—John Bate.

The Secretary of the Treasury, in the settlement

of the accounts of John Bate, arising under a lease from the United States of the public salt works on the Wabash, Illinois, authorized and empowered to make such allowance to the said John Bate, for the permanent improvements made at said salt works, as he shall think reasonable and just.

And also, to make such reduction in the rent to be paid by said Bate, as shall appear just and equitable, in consequence of any deterioration in the quality, or diminution in the quantity of water at said saline, as may be proven to his satisfaction; as also, such further allowance, as he may deem reasonable, for loss sustained in said salt works by the extraordinary inundation of the river Ohio in April and May, 1815; provided, however, that the whole amount of allowance and deduction so made shall not exceed the amount of money which, by the original contract, may be now due to the United States from the said John Bate. P. 201.

April 3, 1818.—William Edwards and John G. Stubbs.

The accounting officers of the Treasury Department directed, on equitable principles, to audit and settle the accounts of William Edwards and John G. Stubbs, for the respective expenses incurred under contracts entered into between them and Edward Tiffin, Surveyor General of the United States, on the 25th of August, 1815, for surveying lands in the Illinois Territory; and the amount found to be due on such settlement, shall be paid, respectively, to the said Edwards and Stubbs, out of any moneys in the Treasury not otherwise appropriated: *Provided*, that the sum so to be allowed shall not exceed $600 in either case: *And provided, further*, That no allowance shall be made to them, or either of them, for personal services by them rendered. P. 201.

April 11, 1818.—Ashael Clark.

The accounting officers of the Treasury Department, authorized and directed to settle the accounts of Ashael Clark on account of two judgments obtained against him in the Supreme Court of New York, at the suits of Peter Silvermail and Abraham Silvermail, with rea-

sonable costs and charges; and the sum so found due shall be paid to the said Clark, out of any money in the Treasury not otherwise appropriated. P. 206.

April 11, 1818.—Lemuel H. Osgood.

The proper accounting officers of the Treasury Department, authorized and directed to settle the accounts of Lemuel H. Osgood, late quartermaster in the third regiment of artillery, in such manner and upon such terms as may be equitable and just. P. 206.

April 14, 1818.—John Thompson.

The proper accounting officers of the Treasury Department, authorized and required, to review the settlement of the account of John Thompson, made under the authority of the act to which this is in addition, approved May 11, 1812, (ch. 81,) and to allow the said John Thompson interest at six per cent. per annum from the 4th of March, 1787, to the the 20th of May, 1812, on the sum which was found due to him, and paid under the act aforesaid; and that the amount of interest which shall be so found to be due to him be paid out of any money in the Treasury not otherwise appropriated. P. 208.

April 18, 1818.—Mary Sullivan.

The proper accounting officers of the Treasury Department, authorized and directed to liquidate and settle the claim of Mary Sullivan, founded upon a certificate dated the 10th of March, 1781, for ten thousand weight of tobacco, or money equivalent, signed by Richard Young, A. D. Q. M., according to the principles of equity and justice, and to allow her such money as may appear to be justly due, and the same shall be paid out of any money in the Treasury not otherwise appropriated. P. 209.

April 20, 1818.—Major Loring Austin, and George R. Wells.

The Secretary of War, authorized and empowered to compromise and settle upon such terms as in his discretion shall appear just and reasonable, the claim against Loring Austin, major by brevet, in the army

of the United States, for $6,673.90 cents, on account of nine judgments obtained against him in the Supreme Court of New York, for the arrest and confinement of nine persons named in this act, in obedience to an order issued to said Austin by General Pike, then commanding the forces of the United States about Sackett's harbor.

Also the claim of the said Austin for $607.26, the sum, as he alleges, necessarily expended in making defence against the nine suits aforesaid.

Also the claim of George R. Wells, of New York, for $5,716.83, the amount of damages obtained against him by the nine persons aforesaid. And also the claim of $687.04, the necessary costs incurred in defending the nine suits aforesaid. And that the amount of the claims aforesaid, when so ascertained as aforesaid, shall be paid out of any money in the Treasury not otherwise appropriated. P. 210–211.

April 20, 1818.—Henry Gist and Benjamin Johnson.

The proper accounting officers of the Treasury Department authorized to audit and settle the respective accounts of Captain Henry Gist and Captain Benjamin Johnson, late of the army of the United States, in such manner and upon such terms as may be reasonable and just. P. 211.

April 20, 1818.—Samuel F. Hooker.

The proper accounting officers of the Treasury Department, authorized and directed to settle the claim of Samuel F. Hooker, for property taken and occupied for public use at Sackett's Harbor, and for a house and barn destroyed by the enemy during the late war, at Cape St. Vincent, which had been rented by authority of the United States for barracks; and the sum which shall be found due shall be paid to the said Hooker, out of any money in the Treasury not otherwise appropriated. Provided, that the sum to be allowed and paid shall not exceed in the whole $3,867.66. P. 211.

April 20, 1818.—John B. Dabney.

The Secretary of State authorized to settle and

adjust the accounts of John B. Dabney, as consul of the United States for the Azores, during the late war between the United States and Great Britain, for moneys advanced by him on account of the United States, and for other incidental expenses relative to the same, and to allow him such sum for losses in exchange, and for interest of money so advanced, and other incidental expenses, as he may deem equitable and just. Pp. 211, 212.

April 20, 1818.—Richard M. Johnson.

The proper accounting officers of the Treasury Department authorized to audit and settle, on the principles of equity, the account of Richard M. Johnson for moneys disbursed in supplying a corps of mounted volunteers with rations and forage in the year 1813, and to allow him any sum not exceeding $1,008.37 cents, which allowance shall be paid out of any money in the Treasury not otherwise appropriated. P. 212.

April 20, 1818.—Benjamin Berry.

The Secretary of the Treasury authorized and empowered to audit and settle, upon such terms as may appear to him to be equitable and proper, the claim of Benjamin Berry for $300, on account of a contract made in January, 1813, between him and the collector of the port of Machias, by which the said Berry engaged to bring, for the benefit of the United States, certain property from the wreck of the British ship Diligent; that the amount of the claim, when ascertained, shall be paid out of any money in the Treasury not otherwise appropriated. P. 213.

April 20, 1818.—James Mackey.

James Mackey, of the Missouri Territory, authorized to file with the recorder of land titles at Saint Louis, in said Territory, a warrant of survey or concession from the Spanish Government of Louisiana, bearing date February 1, 1798, for 1,800 arpents of land granted to James McDaniel; and it shall be the duty of the said recorder of land titles to examine the evidence which may be produced to him in relation to the concession and claim to the land aforesaid; *and shall report the substance of the evidence, with*

his opinion thereon, to the Commissioner of the General Land Office, which shall be laid before Congress at their next session for their decision thereon. P. 213.

April 20, 1818.—Benjamin Birdsall and William S. Foster.

The proper accounting officers of the Department of War, authorized to audit and settle the several accounts of Benjamin Birdsall and William S. Foster, of the army of the United States, in such manner, and upon such terms, as may be reasonable and just. P. 214.

January 8, 1819.—William B. Lewis.

The proper accounting officers of the Treasury Department, authorized to audit and settle the account of William B. Lewis, assistant deputy quartermaster general to the Tennessee militia and volunteers, under the command of Major General Jackson, in such manner and upon such terms as may appear reasonable and just. P. 217.

January 8, 1819.—The legal representatives of Alexander Montgomery, deceased.

That it shall be the duty of the Register of the Land Office, and receiver of public moneys, west of Pearl river, Mississippi, to examine the evidence heretofore given, and to receive additional testimony in the claims to land, of the legal representatives of Alexander Montgomery, deceased, founded on warrants, or orders of survey, granted by the Spanish government to Solomon Whitley and John Montgomery; and if it shall appear to the satisfaction of said register and receiver that the said Solomon Whitley and John Montgomery, or their legal representatives, under whom the said tracts of land are claimed, were residents in the Mississippi territory on the 27th of October, 1795, the claims aforesaid shall be respectively confirmed, and patents shall issue for the same as in other cases. Provided, that nothing in this act shall affect the claim, or claims, of any person, or persons, to the same land, or any part thereof, derived from the United States, if any such there be, or the claim, or claims, of any other person, or persons, whatsoever. P. 217.

January 19, 1819.—Frederick Brown.

The accounting officers of the Treasury Department, authorized to settle the accounts of Frederick Brown, late a captain in the army of the United States, upon just and equitable principles. Provided, that it shall appear that the said Frederick Brown has not been guilty of any misconduct or default in failing to render his accounts for settlement. P. 217.

February 4, 1819.—Sampson S. King.

The proper accounting officers of the Treasury Department authorized to settle the account of Major Sampson S. King, on equitable principles, and give such credits as shall seem just and reasonable from the best evidence the nature of the case will admit; provided, that it shall appear that the said King has not been guilty of any misconduct or default in failing to render his accounts for settlement.

Pages 217, 218.

February 16, 1819.—Daniel Renner & Nathaniel H. Heath.

The accounting officers of the Treasury Department authorized and directed to settle the claim of Daniel Renner and Nathaniel H. Heath, on account of cordage, spun yarns, and hemp, burned in their ropewalk, on the 24th of August, 1814, upon their exhibiting such proof of the quantity and value of said articles, considering the circumstances they were under at the time, as shall be satisfactory to the officers aforesaid; provided, that the amount shall not exceed $19,803.60. And that the amount thereof, when so ascertained, shall be paid out of any money in the Treasury not otherwise appropriated.

P. 221.

February 20, 1819.—Benjamin Pool.

That the Secretary of the Treasury shall be authorized to pay to Benjamin Pool the amount of a judgment recovered against him by Humphrey Moore, in the supreme court of New Hampshire, in consequence of an erroneous assessment of his property, together with the costs of suit, and all reasonable expenses and charges incident to the defence of said suit.

P. 223.

February 20, 1819.—Adam Kinsley, Thomas French, and Charles S. Leonard.

The Secretary of War authorized to pay unto Adam Kinsley and Thomas French, such sum of money, in addition to that already paid, upon a contract entered into on the 20th of October, 1808, between Tench Coxe, on the part of the United States, with the said Kinsley & French, for the manufacture of four thousand stand of arms, as shall increase the price of each stand of arms delivered under the said contract, to a sum equal to that allowed to others, &c., and that the same be paid out of any money in the Treasury not otherwise appropriated.

A like additional compensation to Charles S. Leonard, out of any money in the Treasury not otherwise appropriated, for arms manufactured and delivered by him under a contract entered into about the time above mentioned, keeping in view the rules above presented. P. 223.

February 24, 1819.—Kenzie & Forsyth.

The accounting officers of the Treasury authorized and directed to settle the account of Kenzie & Forsyth, and that the sum found due to them be paid out of any unappropriated money in the Treasury. P. 225.

February 24, 1819.—M. Poirey.

The accounting officers of the Treasury authorized to liquidate, settle and allow, the claim of M. Poirey, as secretary and aid-de-camp to Major General Lafayette, during the time of his service in the Revolutionary war. P. 225.

February 24, 1819.—M. DeVienne.

The accounting officers of the War Department authorized to liquidate, settle and allow, the claim of Lieutenant Colonel M. DeVienne, for seven months' service during the Revolutionary war between the United States and Great Britain. P. 225.

March 3, 1819.—John R. Jones.

The accounting officers of the Treasury authorized to audit and settle, on equitable principles, the

account of John Rice Jones, and the amount found to be due, on such settlement, shall be paid to him out of any money in the Treasury, not otherwise appropriated; provided the sum to be paid shall not exceed $281. P. 229.

March 3, 1819.—Thomas Wilson.

The Secretary of War authorized and empowered to revise, adjust and settle, the accounts and claims of Thomas Wilson, arising under his contracts with the War Department; and the powers vested in the accounting officers of the War Department, by an act of Congress passed April 8, 1812; and to the accounting officers of the Treasury Department, by act supplementary thereto, passed March 28, 1814, be, and are hereby, vested in the Secretary of War. P. 229.

March 3, 1819.—Aquila Giles.

The proper accounting officers of the Treasury Department authorized and directed to settle the claim of Aquila Giles, and the amount which may be found due shall be paid to him out of any moneys in the Treasury not otherwise appropriated: *Provided*, That any sum or sums of money with which he may stand charged on the books of the Treasury be first deducted out of said amount. P. 230.

March 3, 1819.—Robert McCalla and Matthew H. Jouett.

The proper accounting officers of the Treasury Department authorized and directed to settle the accounts of Robert McCalla, late a major in the service of the United States, and Matthew H. Jouett, late paymaster, upon the principles of equity and justice; provided that it shall appear that the said McCalla and Jouett have not been guilty of any misconduct or default in failing to render their accounts for settlement. P. 230.

March 3, 1819.—Harold Smyth.

The proper accounting officers of the Treasury Department authorized to audit and settle the accounts of Harold Smyth, upon the principles of equity and justice. P. 230.

March 3, 1819.—B. and P. Jourdan, brothers.

The proper accounting officers of the Treasury Department authorized to settle and adjust the accounts of B. and P. Jourdan, brothers, not exceeding in amount $28,000; and that the same be paid out of any unappropriated money in the Treasury.

P. 230–231.

March 3, 1819.—George M. Brook and Edmund P. Kennedy.

The proper accounting officers of the Treasury Department authorized to audit and settle the respective accounts of Lieutenant Colonel George M. Brook and Captain Edmund P. Kennedy, in such manner and upon such terms as may be reasonable and just.

P. 231.

March 3, 1819.—Michael Hogan.

The accounting officers of the Treasury Department authorized and directed to settle the claim of Michael Hogan; and the amount so found due shall be paid to the said Hogan out of any moneys in the Treasury not otherwise appropriated; provided that the sum so paid shall be in full of all demands, and that it shall not exceed, in the whole, $1,100.

P. 231.

March 3, 1819.—Rees Hill.

The accounting officers of the Treasury Department authorized and directed to settle the account of Rees Hill, for moneys advanced by him, &c., in such manner as may appear to them to be just and equitable; reimbursing to him any sums he may have paid as interest on moneys loaned to make the advances aforesaid. P. 231.

March 3, 1819.—Joseph Wheaton.

The proper accounting officers of the Treasury Department authorized and directed to settle and adjust the account of Joseph Wheaton upon principles of equity and justice. P. 232.

March 3, 1819.—Isaac Minis and others.

The proper accounting officers of the Treasury De-

partment authorized to audit and settle, on just and equitable principles, the accounts of Minis and others, for payments made by them to the troops of the regular army, and the militia employed in the service of the United States during the late war with Great Britain. P. 232.

March 3, 1819.—Patrick Callan.

The proper accounting officers of the Treasury Department authorized to audit and settle the accounts of Patrick Callan on principles of justice and equity. P. 232.

February 28, 1820.—William McDonald, administrator of James McDonald, deceased.

The proper accounting officers of the Treasury Department authorized and directed, in the adjustment and settlement of the accounts of the late Captain James McDonald, with his brother and administrator, William McDonald, to make such further allowance for bounties, &c., as may appear equitable and just; provided, however, that the sum so to be allowed shall not exceed the amount charged to the account of the late James McDonald aforesaid, on the books of the Third Auditor of the Treasury Department. Pp. 237–238.

February 28, 1820.—The administrator of Thomas Buckminster.

The proper accounting officers of the Treasury Department authorized and directed to settle the accounts of Thomas Buckminster, deceased, late lieutenant in the thirty-third regiment of the United States infantry, upon the principles of justice and equity; provided, however, that the sum so to be allowed shall not exceed the amount charged to the account of said deceased on the books of the Third Auditor of the Treasury Department. P. 238.

April 5, 1820.—Mary Cassin, widow and administratrix of Patrick Cassin.

That the proper accounting officers of the Treasury Department audit and settle the claim of Mary Cassin, widow and administratrix of Patrick Cassin, de-

ceased, for certain moneys advanced by her said husband to soldiers in the army, &c.; and to allow and pay to the said Mary Cassin, out of any unappropriated moneys in the Treasury such part of said claim as shall not appear to have been paid to the said soldiers, respectively, by any officer of the United States; provided that the said Mary Cassin shall, previous to the receipt of the moneys which may be allowed her under this act, deliver to the Comptroller of the Treasury a bond of indemnity in such sum, and with sureties, as he may direct. P. 238.

April 5, 1820.—Robert Swartwout.

The proper accounting officers of the Treasury Department authorized to audit and settle the claim of said Swartwout, and to allow him such sum as may appear equitable and just. P. 239.

April 5, 1820.—John Harding and others.

The proper accounting officers of the Treasury authorized and directed to audit and settle the claim of said Harding and others, and to allow them any sum not exceeding, in the whole, $900, which allowance, when made, shall be paid out of any money in the Treasury, not otherwise appropriated. P. 239.

April 5, 1820.—Jennings O'Bannon.

The proper accounting officers of the Treasury authorized and directed, equitably to settle the account of expenses incurred by said O'Bannon, in a suit erroneously instituted against him by the United States, on the exhibition of proper vouchers. The sum due to be paid out of any money in the Treasury not otherwise appropriated. P. 240.

May 2, 1820.—Captain Stanton Sholes.

The proper accounting officers of the Treasury authorized and required to audit and settle, on the principles of equity, the account of Captain Sholes, late of the United States army. P. 241.

May 4, 1820.—Jacob Konkopot and others.

The Secretary of War authorized and directed to ascertain and settle, upon the principles of justice

and equity, the claim of said Konkopot and others; and the amount, if any, found due to them, shall be paid out of any money in the Treasury not otherwise appropriated; provided that satisfactory proof be offered to said Secretary of the actual service of said parties on the Canadian frontier during the last war. P. 244.

May 8, 1820.—John H. Piatt.

The proper accounting officers of the Treasury authorized and required to settle the accounts of said Piatt, on just and equitable principles, giving all due weight and consideration to the settlements and allowances already made, and to the assurances and decisions of the War Department. Provided, that the sum allowed shall not exceed the amount now claimed by the United States, and for which suits have been commenced. P. 245.

May 8, 1820.—Stephen Baxter.

The proper accounting officers of the Treasury authorized and empowered to settle the accounts of Stephen Baxter, upon the principles of justice and equity. Provided, however, that the allowance shall not exceed the amount advanced to him by the Government. P. 247.

May 11, 1820.—Samuel B. Beall.

The proper accounting officers of the Treasury, anthorized and directed to pay to said Beall, the amount of two final settlement certificates issued to him, together with interest on the said certificates at the rate of six per cent. per annum. Provided, that before payment is made the said Beall shall give bond, to be approved by the Secretary of the Treasury, to refund the money should said certificates hereafter be presented for payment. P. 249.

May 15, 1820.—James Leander Cathcart.

The proper accounting officers in the Treasury authorized to settle the account of said Cathcart, and to allow his claims for certain payments and services. And that said claims and services be paid for out of any

money in the Treasury not otherwise appropriated by law; the said Cathcart receiving the same in full satisfaction of all his claims against the United States. P. 250.

May 15, 1820.—Richard O'Brien.

The proper accounting officers of the Treasury, authorized and directed to liquidate and settle the accounts between the United States and said O'Brien, late consul at Algiers, under the instruction and direction of the Secretary of State, the amount due to be paid out of any money in the Treasury not otherwise appropriated. Provided, that act shall not authorize the allowance of any claim, except such as might have been settled at the Department but for the loss of vouchers, and that no allowance shall be made for any interest of said O'Brien in the cargo of the Polacre Vickelage, captured on her passage from Algiers to the United States. P. 250.

May 15, 1820.—Legal Representatives of Conrad Laub.

The person authorized to transact the business of the late supervisor of revenue in Pennsylvania, authorized and directed to revise the accounts of Conrad Laub, deceased, and to audit and settle the same, admitting, on sufficient evidence, all legal or equitable credits not heretofore allowed or rejected by Congress.

And if the administrator of said Laub be dissatisfied with the settlement and decision of said person, he may, within three months after such decision, appeal from the same to the accounting officers of the Treasury Department, stating, in writing, his objections to said decision; and it shall be lawful for said accounting officers to audit and settle the said accounts, according to the rules presented by this act, and in such manner as the justice of the case may require. And if upon the settlement of said accounts it shall appear that said Laub is entitled to further credits than have heretofore been received, the Secretary of the Treasury may allow the same, and credit his account therewith. P. 251.

May 15, 1820.—Legal representatives of Tench Francis.

The proper accounting officers of the Treasury, authorized to audit and settle the accounts of Tench Francis in such manner and upon such terms as may appear just and reasonable; provided that the sum to be credited to him, after charging him with all payments made to any persons for his use, shall not exceed the sum standing to his debit in the books of the Treasury. P. 252.

May 15, 1820.—Joshua Newsom, Peter Crook, and James Rabb.

The proper accounting officers of the Treasury authorized and directed to audit and settle the claims of the above-named parties, for horses alleged to have been impressed into the public service in the Seminole war; provided that such impressment, and the value of said horses, when impressed, be satisfactorily proved; that said horses were not returned to their owners; and that any compensation which may have been paid for the service of said horses, after their impressment, be deducted. The amount, when ascertained, to be paid out of any money in the Treasury not otherwise appropriated. P. 252.

May 15, 1820.—Thomas Hunter.

That the proper accounting officers of the Treasury audit and settle the claim due the said Thomas Hunter at the time of his honorable discharge from the army, and to pay the amount due him to Sterling Johnson, his attorney-in-fact, out of any unappropriated money in the Treasury; provided that the said Sterling Johnson shall make and deliver to the First Comptroller of the Treasury a bond in such sum, and with such surety as the said Comptroller may direct, to secure the United States against a repayment of the amount. P. 253.

December 29, 1820.—Elias Parks.

The proper accounting officers of the Treasury authorized and directed to pay to said Parks the amount of his claim for goods destroyed by the British in the war of 1812; provided, however, that no

allowance shall be made for the loss of his account books; and, before he shall be entitled to the payment hereby directed, he shall produce to the accounting officers satisfactory proof that said goods were destroyed, and that the price charged for them is just and reasonable; the amount, when so ascertained, shall be paid out of any money in the Treasury not otherwise appropriated. P. 254.

March 2, 1821.—Rosalie P. Deslonde.

That there be paid to said Deslonde, or her legal representatives, out of any money in the Treasury not otherwise appropriated, the sum of $2,227, in full for damages done to her houses and plantation by the United States troops in the years 1814 and 1815. P. 258.

March 3, 1821.—Robert Buntin.

The Surveyor General and the surveyor of the lands of the United States in the Territories of Illinois and Missouri authorized and required to settle the claim of Robert Buntin for certain services rendered by him as deputy surveyor in the Vincennes district; provided that the amount allowed be in full for his services as assistant or deputy surveyor in the district aforesaid. P. 262.

March 3, 1821.—Leroy Opie.

The proper accounting officers of the Treasury authorized and directed to settle the accounts of the late Leroy Opie upon the principles of justice and equity. P. 262.

February 4, 1822.—Isaac Finch.

The proper accounting officers of the Treasury authorized to audit and settle the accounts of Isaac Finch on principles of justice and equity. P. 263.

April 26, 1822.—Sundry citizens of Baltimore.

That for the destruction of the vessels sunk at the mouth of the harbor of Baltimore, in September, 1814, there shall be paid to the owners thereof, respectively, such sums as shall be found just and reasonable; the said sums to be ascertained in such

manner as the Secretary of the Navy shall direct, and, when ascertained, to be paid out of any money in the Treasury not otherwise appropriated. P. 265.

May 1, 1822.—John Thomas.

That the proper accounting officers of the Treasury settle and adjust the accounts of John Thomas, and admit to his credit such sums as he shall be entitled to according to the principles of justice and equity. P. 266–267.

May 7, 1822.—James Green.

The proper *accounting officers of the United States* authorized and required to settle the accounts of James Green, late a lieutenant in the service, and to make all allowances which he may justly and equitably entitled to, as if no judgment had been obtained against him. And the Secretary of the Treasury is authorized to discharge the said Green from imprisonment, but without prejudice to the claim of of the United States for any balance that may be found due upon settlement of his accounts, for which balance, if any, the said judgment shall remain as a security. P. 268.

May 7, 1822.—Charles Campbell.

The accounting officers of the Treasury authorized and required to settle the accounts of Charles Campbell, upon just and equitable principles; and that, in the meantime, all proceedings upon the judgment against the said Campbell be suspended. P. 268.

May 7, 1822.—David Cummings.

The proper accounting officers of the Treasury Department directed to settle the accounts of David Cummings on principles of equity and justice. P. 269.

May 7, 1822.—William Dooley.

The proper accounting officer of the Treasury authorized and directed to audit and settle the claim of William Dooley, for six horses, bridles and halters, alleged to have been impressed into the public service in the Seminole war; provided that such im-

pressment, and the value of said horses, bridles and halters, be satisfactorily proved, &c., &c.; and that the amount, when ascertained, be paid out of any money in the Treasury not otherwise appropriated.
P. 272.

May 7, 1822.—William Gwyn.

The proper accounting officers of the Treasury authorized and directed to pay to William Gwyn $47.50, for a horse killed in battle, on the 22d of January, 1814; and that the same be paid out of any money in the Treasury not otherwise appropriated. P. 274.

May 7, 1822.—Samuel Walker.

The proper accounting officers of the Treasury authorized to audit and settle the claim of Samuel Walker, upon the principles of equity; provided the sum to be allowed shall not exceed $266.64.
Pp. 274, 275.

May 7, 1822.—The President and Directors of the Planters' Bank of New Orleans.

The proper accounting officers of the Treasury authorized to audit and settle the accounts of said bank, for moneys advanced to pay sundry discharged soldiers of the United States, at the request of Deputy Paymaster Smith, upon principles of justice and equity; and that the sum found to be due shall be paid out of any money in the Treasury not otherwise appropriated. P. 275.

May 7, 1822.—Matthew M'Nair.

The proper accounting officers of the Treasury authorized to audit and settle the claim of said M'Nair, for a vessel destroyed while in the public service, and to allow him for said vessel the value thereof, not exceeding $3,000, together with his reasonable expenses for navigating said vessel while in the public service, crediting the United States with any sums paid to said M'Nair on account of the contract of charter-party for the same vessel; and that the sum found due shall be paid out of any money in the Treasury not otherwise appropriated.
P. 275.

May 7, 1822.—Alexander Roddy.

The proper accounting officers of the Treasury authorized to settle the claim of Alexander Roddy, one of the assistant marshals appointed to take the census, in South Carolina, in 1810, and to allow him such compensation as may be adequte to his services; and that the amount, when ascertained, be paid out of any money in the Treasury not otherwise appropriated. P. 275.

May 7, 1822.—John Crute.

The proper accounting officers of the Treasury authorized to audit and settle the claim of John Crute on account of a certificate for $240, which is alleged to have been accidentally destroyed; and to pay to the said Crute the principal of the said certificate, and so much of the interest thereof as may remain due thereon; provided the said Crute executes a bond of indemnity in such sum and with such security as the Comptroller of the Treasury may direct and approve; the amount to be paid out of any money in the Treasury not otherwise appropriated. Pp. 276, 277.

February 21, 1823.—Daniel D. Tompkins.

The proper accounting officers of the Treasury authorized to adjust and settle the accounts and claims of Daniel D. Tompkins, late Governor of the State of New York, on principles of equity and justice, subject to the revision and final decision of the President of the United States.

That nothing contained in the second section of the act of Congress passed April 30, 1822, shall be construed to extend or apply to the said Daniel D. Tompkins. P. 280.

February 28, 1823.—Samuel F. Hooker.

The Secretary of the Navy authorized and empowered to audit and settle, upon such principles as are applicable to contracts, the claims of said Hooker against tho Navy Department, with authority, if he shall think proper so to do, to submit such claims to arbitration.

The amount of said claims, when ascertained, shall

be paid out of any money in the Treasury not otherwise appropriated, deducting whatever advances may have been made to the said Hooker on said claims. P. 281.

March 3, 1823.—James Rees.

The proper accounting officers of the Treasury authorized and directed to settle the accounts of Joseph H. Rees, deceased, late assistant deputy paymaster general, upon the principles of justice and equity; and to allow to James Rees, one of the sureties of deceased, such credits as he may prove himself entitled to in consequence of payments actually made, &c.; provided, however, that no allowances shall be made greater than the amount for which the said surety is now held liable; and that the suit now pending in the district court of the United States, northern district of New York, against the said James Rees and others, be suspended till the settlement above directed shall be fully completed. P. 281.

March 3, 1823.—Henry Lee, surety of John Ricaud.

That in settling the accounts of John Ricaud, the proper accounting officers of the Treasury are authorized and directed to allow to said Ricaud and his sureties such credits as they may prove themselves entitled to by the best evidence which the nature of the case will admit of, and which it may be in their power to produce; provided, however, that no allowance made shall exceed the amount now claimed of them by the United States; and that the judgment, by default, recovered against Henry Lee aforesaid, in the district court of Virginia, be suspended for twelve months after the passage of this act; provided, however, that the aforesaid accounting officers require of the said Lee such surety as will, in their opinion, eventually secure the payment of whatever demand the United States may have against him after settlement as above. P. 283.

March 3, 1823.—Nimrod Farrow, Richard Harris, and their securities.

The Secretary of War authorized and required, by some suitable person or persons to be appointed by

him, to ascertain whether there has been any failure on the part of the United States in fulfillment of the contract for erecting fortifications on Dauphin island; and, if so, to ascertain and report to Congress at the next session the amount of damages thus sustained by the contractors, Farrow and Harris, by such failure. Also, to ascertain and report whether the said contractors themselves have failed in fulfilling the contract on their part, and the cause of such failure. Suits pending in the circuit court, Virginia, against the contractors, and their sureties, suspended till the end of the next Congress with the written assent of the sureties. P. 283–284.

March 3, 1823.—Captain Richard Hightower.

That the proper accounting officers settle and adjust the account of said Hightower on the principles of justice and equity, and admit to his credit such sums, not exceeding $700, as shall be proved to their satisfaction to have been disbursed in the recruiting service, in the year 1812, by said Hightower, and the subaltern officers of his company. P. 285.

March 3, 1823.—Colonel John B. Campbell's widow.

That in settling the accounts of said Campbell the proper accounting officers of the Treasury authorized and directed to allow to his widow such credits as she may prove she is entitled to by the best evidence which the nature of the case will admit of, and which it may be in her power to produce; provided, however, that no credits shall be allowed which exceed the amount now claimed from her. P. 285.

March 3, 1823.—Samuel Hodgdon.

The accounting officers of the Treasury authorized to revise the accounts of John Smith, contractor, arising out of the contracts in which the said Samuel Hodgdon was one of the sureties of said contractor, and to cause the judgment obtained by the United States against said Samuel, on such contracts, to be credited with all such sums as shall appear to be equitably due to said contractor upon such contract. P. 287.

March 3, 1823.—Robert F. Stockton.

The proper accounting officers of the Treasury authorized and directed to audit and allow the accounts of Lieutenant Robert F. Stockton, late commander of the United States schooner Alligator, for money paid and expenses incurred, or which may hereafter be incurred by him, in any suit or suits instituted in the courts of the United States in the cases of the Jennie Eugenia and the Marianna Flora, which were, respectively, captured and sent into the United States for adjudication. Said expenses, when ascertained by the Secretary of the Treasury, shall be paid to said Stockton out of any money in the Treasury not otherwise appropriated. P. 288.

March 3, 1823.—John Byers.

The proper accounting officers of the Treasury authorized to pass to the credit of John Byers such sum as shall be satisfactorily shown to have been the depreciation on Treasury notes advanced by the Government, and expended by him in the supply of rations, &c., &c. Provided, it shall be made to appear to the satisfaction of the said officers that after the contract of the said John Byers, the Secretary of War did promise the indemnity provided by this act.

P. 289.

March 3, 1823.—Charles Carr.

That in settling the accounts of Charles Carr, late paymaster to Colonel William Dudley's regiment of Kentucky militia, in service of the United States, the proper accounting officers of the Treasury, authorized and directed to allow to the said Carr, such credits as he may prove that he is entitled to by the best evidence which the nature of the case will admit of, and which it may be in his power to produce. Provided, that no credits allowed shall exceed the amount claimed of said Carr by the United States. The judgment obtained against said Carr, suspended for twelve months from and after the passage of this act; provided he give good and sufficient surety for the payment of whatever sum may be found due from him. P. 289.

December 22, 1823.—Daniel D. Tompkins.

The Secretary of the Treasury authorized to pay to Daniel D. Tompkins, late Governor of New York, out of any money in the Treasury not otherwise appropriated, the sum of $35,190, being the amount reported in favor of said Tompkins by the accounting officers of the Treasury, under the act of February 21, 1823, (ch. 12.) P. 290.

January 19, 1824.—Braintret Robbins.

That the proper accounting officers of the Treasury settle and adjust the claim of said Robbins, for sundry boats built by him for the United States under contract, at the contract price. Also the claim of said Robbins for such number of oars, for boats, beyond those he was bound to furnish by contract, as he shall satisfactorily prove to have been delivered. And such sums as shall be found due to said Robbins shall be paid out of any money in the Treasury not otherwise appropriated. P. 292–3.

May 5, 1824.—Icabod L. Skinner.

The Secretary of the Treasury authorized to settle the accounts of said Icabod L. Skinner, sub-contractor, on principles of equity, and that the balance found due be paid to the said Icabod out of any money in the Treasury unappropriated; provided that the proceedings of the said Secretary be first approved by the President of the United States. P. 297.

May 13, 1824.—Col. William Duane.

The accounting officers of the Treasury authorized to settle the accounts of Col. Wm. Duane, on the basis named in this act; provided, nevertheless, that in settling the accounts aforesaid, previous to the advance of any balance that may be due said Duane, the amount of a judgment obtained against him by the Government of the United States be deducted therefrom. P. 298.

May 17, 1824.—William N. Earle.

The accounting officers of the Treasury authorized

to adjust and settle the accounts of William N. Earle, late a lieutenant in the army, in like manner as if no judgment had been obtained against him; provided that the said judgment shall stand as a security for the balance, if any, found due on the settlement; and before judgment thereof and costs of the suit; or if no balance be found due, on payment of the costs, the said judgment shall be considered satisfied. P. 299.

May 18, 1824.—Frederick Perley.

The proper accounting officers of the Treasury authorized and directed to settle the claim of said Perley, under a contract made with the agent for fortifications at New York, and to pay the said Perley for such losses and damages as he shall prove, by the best evidence which the nature of the case will admit of, he sustained, in consequence of said agents refusing to receive certain stones according to contract. And that the amount of the claim, when ascertained, shall be paid out of any money in the Treasury not otherwise appropriated. P. 304.

May 19, 1824.—Robert Blean.

The proper accounting officers of the Treasury authorized and directed to ascertain, by such testimony as may be produced, the value to the United States of the materials taken for the public use, for the house erected by said Blean, at West Point, which house was erased by order of the officer commanding at that place.

The Secretary of the Treasury authorized and directed to pay the sum so ascertained out of any money in the Treasury, not otherwise appropriated, to said Blean, or to his legal representatives. P. 305.

May 19, 1824.—James, John, and Nathaniel Brooks, and the representatives of either of them.

The Secretary of War authorized to allow unto said parties such further sum under the contract with them as shall equal that allowed to others for the manufacture of arms; provided that the proof for such allowance be exhibited to the Secretary of War within six months. The sum so allowed to be ap-

plied towards $4,000, advanced on said contract, and interest on the balance of said sum so advanced, from the time the same was made until its payments, for which the judgment recovered against said Brooks shall remain as if this act had not been passed, except that further proceedings thereon shall be stayed for six months, and when said balance and interest shall be paid, the same shall be in full discharge of said judgment. P. 306.

May 21, 1824.—John K. Carter.

The proper accounting officers of the Treasury authorized to pass to the credit of said Carter such sum as shall be satisfactorily shown to have been the depreciation on certain Treasury notes, &c., &c. P. 311.

May 21, 1824.—Edward Evans.

That the proper accounting officers of the Treasury settle and adjust the claim of said Evans for muskets manufactured for the United States under contract, and make him such further allowance as shall equal that allowed to others for the manufacture of arms, and who have had their accounts settled under specified acts of Congress, and such allowance so made shall be paid out of any money in the Treasury not otherwise appropriated. P. 312.

May 21, 1824.—John S. Maffit.

The proper accounting officers of the Treasury authorized to settle and adjust the accounts of said Maffit, late collector, &c., and to allow him commissions on all sums on which commissions had not been allowed. P. 312.

May 21, 1824.—Landie Richardson.

The Secretary of War authorized and directed to pay unto Landie Richardson, or to his legal representatives, out of any money in the Treasury not otherwise appropriated, $80, being the value of a horse lost for the reason that the Government failed to furnish forage. P. 312.

May 26, 1824.—John Mitchell.

The proper accounting officers of the Treasury authorized to allow said Mitchell, late agent for prisoners of war at Halifax, $1,500, in addition to his stated salary, and also such further credits as shall appear just and equitable, and so much of his account as shall have been suspended for want of regular vouchers; and, in addition thereto, $5,000, the amount of a bill of exchange standing to his debit on the books of the Treasury. P. 317.

May 26, 1824.—The legal representatives of Thomas Robinson, deceased.

The proper accounting officers of the Treasury authorized and directed to settle and adjust, upon principles of equity and justice, the account of Thomas Robinson, deceased, one of the sureties of Sharp Delaney, late collector of customs in Philadelphia, charging said Robinson with the balance ascertained at the Treasury to be due from the said Delaney, without interest, and allowing him credit for all payments made by him, or his co-securities, and all other credits which, according to the principles of equity, ought to be allowed, &c., &c., &c.; provided, always, that nothing herein shall release the estate of the said Delaney from the claim of the United States.

P. 317.

May 26, 1824.—Joseph M. White and William Davidson.

The accounting officers of the Treasury authorized to settle the accounts of said parties for services by them rendered as district attorney and marshal for the district of West Florida, under the appointment of the district judge, upon the same principles as if the said officers had been legally appointed by the President of the United States. P. 318.

March 3, 1825.—Samuel Dale.

That the proper accounting officers of the Treasury be directed to allow Samuel Dale the pay and emoluments of a major of infantry in the United States army, for fifteen months, &c.; and that the sum so allowed shall be paid out of any money in the Treasury not otherwise appropriated. P. 322.

March 3, 1825.—Thomas Hewes.

The proper accounting officers of the Treasury authorized and directed to pay to Thomas Hewes, out of any money in the Treasury not otherwise appropriated, a certain amount named and specified in the act, after deducting certain credits also specified in said act. P. 322.

March 3, 1825.—Joseph Dozet and Antoine Bourgoud.

The proper accounting officers of the Treasury authorized and directed to ascertain and settle the claims of said parties for the damage done by the destruction of their property on the 15th of August, 1812, by order of Colonel Anderson; and that the amount thereof be paid out of any unappropriated money in the Treasury. P. 323.

March 3, 1825.—Joseph Decrits.

The accounting officers of the Treasury directed to settle and adjust the accounts of said Decrits, and that they allow him the pay of a sergeant for the time he may prove he was in the service, and that the amount be paid out of any money in the Treasury not otherwise appropriated. P. 325.

March 3, 1825.—John McLure.

The Secretary of the Treasury authorized to settle upon principles of equity the accounts of John McClure, as contractor, &c., and that the balance found due be paid to him out of any money in the Treasury not otherwise appropriated. P. 325.

March 3, 1825.—Walter S. Chandler.

The proper officers of the Treasury authorized and directed to pay to said Chandler, or to his legal representatives, the amount of principal and interest on the five first settlement certificates specified in this act, the same to be paid out of any money in the Treasury not otherwise appropriated; provided that the said Chandler, or his legal representatives, execute satisfactory security to the Secretary of the Treasury to indemnify the United States against all claims for the future payment of said certificates to any person whatever. P. 325–6.

March 3, 1825.—John S. Stiles.

The Secretary of the Navy authorized and directed to institute a re-examination of the case of the Fabius, the Aid, and the Ann, three vessels formerly owned by George Stiles, which vessels, during the late war were sunk for the defence of the harbor of Baltimore. And to allow to the legal representatives of said George Stiles, such sum as, with what has already been allowed, he, the said Secretary shal deem a just and reasonable compensation for the detention of said vessels; the amount to be ascertained in such manner as the said Secretary shall direct, and to be paid out of any money in the Treasury not otherwise appropriated. P. 326–327.

March 3, 1825.—Otis Pendleton and others.

The collector of customs for the New London district, Connecticut, directed to pay to Otis Pendleton, and others, owners of a fishing schooner, and to the persons composing the crew of said schooner, the amount of the allowance to which said vessel would have been entitled had she returned into port after completing her fishing term, to be distributed according to law. (Sec. 2, similar allowance to other parties.) P. 330.

March 3, 1825.—Stephen Arnold, and others.

That the proper accounting officers of the Treasury settle and adjust the claim of Stephen Arnold, and others, for the manufacture of muskets for the United States, under contract, and to make them such further allowance as shall be equal to that allowed to others, and who have had their accounts settled under special acts of Congress; and the allowance made in pursuance of this act, with the interest thereon from October 26, 1813, shall be paid out of any money in the Treasury not otherwise appropriated. P. 331.

March 3, 1825.—Hoden W. Prout, administrator of Joshua W. Prout.

The proper accounting officers of the Treasury authorized and directed to audit and settle the claims of Holden W. Prout, administrator of Joshua W.

Prout, deceased, for pay due certain soldiers of the Mississippi militia at the time of their respective discharges, and to pay the amount out of any money in the Treasury not otherwise appropriated. P. 333.

March 3, 1825.—Gilbert C. Russell.

That the Third Auditor of the Treasury ascertain by the best evidence the nature of the case will admit, the rules for taking of which he shall prescribe, the value of the property owned by said Russell, that was seized by an armed force under the orders of Captain De Russey, at the time of its seizure.

Also the value of the labor performed by said Russell towards the erection of a fort at Mobile Point. And that the said Auditor report the amounts so ascertained to the Secretary of the Treasury, who is authorized and directed to pay the same to the said Russell, out of any money in the Treasury not otherwise appropriated. P. 333.

March 3, 1825.—John Crain.

The accounting officers of the Treasury authorized to audit and settle the claim of John Crain, on account of a lost certificate, which appears to be outstanding and unpaid, and to pay said Crain, or his legal representatives, the principal of said certificate, and so much of the interest as appears to be due thereon, out of any money in the Treasury not otherwise appropriated; provided the said Crain, or his legal representatives, execute and deliver to the Comptroller of the Treasury a satisfactory bond of indemnity. P. 334.

March 3, 1825.—The representatives of Frederick Goetz and Charles W. Westfall.

That the proper accounting officers of the Treasury settle and adjust the claim of the representatives of said parties, for manufacturing muskets, under a contract, for the United States, and make them such further allowance as shall be equal to that allowed to others who contracted about the same time to manufacture arms for the United States, and who have had their contracts settled under special acts of Con-

gress. And that the allowance made shall be paid out of any money in the Treasury not otherwise appropriated. P. 334.

March 3, 1825.—Col. Wm. Duane.

The proper accounting officers of the Treasury Department authorized and directed to settle the claim of Col. William Duane, deducting therefrom the price for which copies of his system of Infantry Discipline were sold at auction by said Duane; the amount of any judgment against him in favor of the United States to be deducted, and the balance, if any is found in favor of said Duane, shall be paid out of any money in the Treasury not otherwise appropriated. P. 335.

March 3, 1825.—Rachel McClure.

That the proper accounting officers of the Treasury settle the account of Wm. McClure, deceased, for balance of bounty and monthly pay due him at the time of his discharge as a soldier in the army, and that the same be paid to Rachel McClure, widow and administratrix of the said William, out of any money in the Treasury not otherwise appropriated. And that the Secretary of War issue a warrant to the heirs of the said William McClure for the bounty land to which their father was entitled by his enlistment and service in the United States army. P. 335.

March 3, 1825—William Little, administrator of Minor Reeves.

The proper accounting officer of the Treasury directed to settle and allow the claim of William Little, administrator of Minor Reeves, for a horse and equipage lost in the campaign against the Seminole Indians, upon the same principles that other claims have been settled for similar losses, under the act of Congress of May 4, 1822; and that the amount so allowed be paid out of any money in the Treasury not otherwise appropriated. P. 336.

May 20, 1826.—John Stienman and others.

That the proper accounting officers of the Treasury settle and adjust the claim of said Stienman and

others, for arms manufactured for the United States, under contract with Tench Coxe, as shall equal the claim allowed to others who manufactured arms for the Government about the same time, and whose claims have been settled under special acts of Congress; and such allowance, with interest thereon, to be paid out of any money in the Treasury not otherwise appropriated. P. 345.

May 20, 1826.—Rebecca Blodget.

The Attorney General of the United States authorized and directed to ascertain whether Mrs. Blodget hath the right of dower in certain lots formerly owned by her husband, but now held by the United States; and if she hath such right of dower, to ascertain, in the manner he may think most advisable, what is the value of such her right of dower in said lots, and the improvements thereon erected, at the time her right accrued; and that he report the same to Congress at its next session. P. 347.

May 20, 1826.—Davis Floyd.

The proper accounting officers of the Treasury authorized and directed to settle the accounts of Davis Floyd, upon the principles of justice and equity, and allow such credits as shall be found due him, not exceeding the amount with which he stands charged on the books, exclusive of his pay as Deputy Quartermaster General. P. 347.

May 20, 1826.—Otway Burns.

The Secretary of the Treasury authorized to settle the claim of the United States against Otway Burns, on certain bonds given by him, on which bonds judgment has been obtained, in the same manner and under the same rules and regulations of the Treasury Department as if no such judgment had been obtained. P. 352.

May 22, 1826.—Walker R. Armistead.

The proper accounting officers of the Treasury authorized and directed to adjust and settle the accounts of said Armistead, late lieutenant colonel of engineers, and allow him not exceeding $400 for the

recruiting service in 1813; and that the sum be paid out of any money in the Treasury not otherwise appropriated. P. 353.

May 22, 1826.—William Thorp.

The proper accounting officers of the Treasury authorized and required to settle the claims of William Thorp, late a sutler in the army of the United States, for debts due to him from deceased and deserted non-commissioned officers and soldiers, upon the same principles of justice and equity as are extended to sutlers under the existing army regulations, provided that said officers be the judges of the validity and equity of the accounts rendered by said Thorp; and that no larger sum shall, in any case, be awarded to said Thorp on account of his claims against a deceased or deserted soldier, either as principal or interest, than appears from the muster and pay-rolls to have been justly and actually due to such officer and soldier from the United States; the sums so awarded to said Thorp to be paid out of any moneys in the Treasury not otherwise appropriated. P. 354.

May 22, 1826.—Mack & Conant.

The proper accounting officers of the Treasury authorized and directed to settle and adjust the accounts of Mack & Conant, as well those of which they are possessed by purchase, as those they hold in their own right as original claimants, upon the principles of equity and justice; the sums found due to be paid out of any moneys in the Treasury not otherwise appropriated. Before they shall be paid any moneys on accounts assigned to them, they shall give bond and security for refunding such sums of money, and the interest thereon, as may be hereafter allowed at the Treasury Department to the original claimants of such accounts, on making proper proof that they are entitled thereto. P. 354–355.

March 2, 1827.—The representatives of John Kerlin.

That the proper accounting officers of the Treasury settle and adjust the claim of said Kerlin's representatives for the manufacture of certain muskets,

under contract, for the United States, and make such further allowance for each stand of arms as shall be equal to that allowed to others who contracted about the same time, and who have had their contracts settled under special acts of Congress; deducting from the sum found due $531.66, the interest on an advance made by the United States, until the same was repaid; the balance to be paid out of any money in the Treasury not otherwise appropriated. P. 358.

March 2, 1827.—Jacob Butler.

That the Secretary of the Treasury of the United States pay out of any money in the Treasury not otherwise appropriated, to Jacob Butler, $172.44, the balance of the value of two horses which died in the service of the United States for the want of forage. P. 359.

March 2, 1827.—William Morrison.

The accounting officers of the Treasury directed to adjust the claim of William Morrison, late a contractor for supplies to the army, and allow him credit for sixty-nine beef cattle taken by certain Indians; the amount to be paid out of any money in the Treasury not otherwise appropriated. P. 361.

March 2, 1827.—Richard W. Steele.

That the proper accounting officers of the Treasury liquidate and adjust the account of Richard W. Steele, who enlisted in the army for and during the war, but who, by mistake, was reported as having enlisted for five years; and to make him such allowance for pay and bounty, not including land, as he is entitled to under an enlistment for the war; provided the said Steele did not leave the service until the close of the war; and that the money found due be paid out of any money in the Treasury not otherwise appropriated. P. 361.

March 2, 1827.—Edward R. Gibson, and others.

The proper accounting officers of the Treasury authorized to receive, audit and settle the accounts of Edward R. Gibson and William H. Simmons, and their clerks, for services performed under instruc-

tions from the Department of State, in pursuance of a resolution of the House of Representatives of the United States; and to pay the same out of any money in the Treasury not otherwise appropriated. Provided, the allowance shall not exceed specified amounts. P. 363.

March 2, 1827.—Thomas C. Withers.

The proper accounting officers of the Treasury authorized and directed to settle the claim of Thomas C. Withers for hire of team, wagon, &c., and for property consumed in the service, upon the principles of the act of April 9, 1816, &c. &c., the sum found due to be paid out of any money in the Treasury not otherwise appropriated. P. 363.

March 3, 1827.—Legal representatives of Kendall & Butterfield.

The proper accounting officers of the Treasury authorized and required to settle the claims of the assignees, or legal representatives of Kendall & Butterfield, late sutlers, &c., upon the same principles of justice and equity as are extended to sutlers under the existing army regulations. The said officers to be the judges of the validity and equity of the accounts rendered by said sutlers, in lieu of certificates from a board of officers, as is the practice under existing army regulations. Provided, that no larger sum be *awarded* as principal or interest than appears from the muster and pay rolls to have been justly due from the United States. And the *sums awarded* to be paid out of any moneys in the Treasury not otherwise appropriated. P. 365.

March 3, 1827.—Henry M. Breckenridge.

The accounting officers of the Treasury authorized to audit and settle the claim and account of said Breckenridge, as keeper of the public archives, allowing therefor a compensation not exceeding the rate fixed by the act of March 3, 1825, for similar services, and deducting therefrom payments heretofore made. And the sum found due to be paid out of any money in the Treasury of the United States not otherwise appropriated. P. 366.

May 15, 1828.—Willoughby Barton.

The Secretary of the Navy authorized and required to adjust and settle the contract of said Barton, with the Commissioners of the Navy, for live oak, upon the same terms on which a like contract with Robert Newell was settled. P. 377.

May 23, 1828.—Marinus W. Gilbert.

The proper accounting officers of the Treasury authorized and directed to ascertain and settle the claim of said Gilbert for sutler's stores captured or destroyed by the British, or destroyed by the United States troops to prevent their falling into the hands of the enemy; provided the said Marinus shall produce satisfactory proof of the quantity and value of said goods, at cost, and including carriage. The allowance for the same not to exceed $3,000 in amount, and to be paid out of any money in the Treasury not otherwise appropriated. P. 379.

March 23, 1828.—Alexander Garden.

The proper accounting officers of the Treasury required to settle the account of said Garden, and to allow five years full pay as lieutenant in the Revolutionary war; to be paid out of any moneys in the Treasury not otherwise appropriated. P. 380.

May 24, 1828.—Representatives of William and Hugh Shannon.

That the proper accounting officers of the Treasury settle and adjust the claim of said parties for muskets, under contract with Tench Coxe, and to make them such further allowance as shall be equal to that allowed to others who contracted to furnish muskets about the same time, &c., &c. Such allowance to be paid out of any money in the Treasury not otherwise appropriated. P. 385.

May 24, 1828.—John Miles.

That the proper accounting officers of the Treasury settle and adjust the claim of John Miles for muskets manufactured under contract, on the same terms as mentioned in above case of the Shannons. P. 387.

May 24, 1828.—Abraham C. Truax.

The proper accounting officers of the Treasury authorized and directed to settle and adjust the accounts of said Truax upon principles of equity and justice, and that the sums found due be paid out of any money in the Treasury not otherwise appropriated; bond of indemnity to be given before any money be paid on claims assigned to him, &c. P. 388.

May 24, 1828.—Amos Sweet and others.

The proper accounting officers of the Treasury settle and adjust the claim of said parties for the manufacture of muskets under contract with Tench Coxe. (See like cases heretofore.) P. 389.

May 26, 1828.—The executors of Dr. Robert Johnson and Charles Yeates.

The proper accounting officers of the Treasury authorized to audit and settle the claim of Dr. Robert Johnson's executors on account of three several loan-office certificates alleged to have been lost or stolen, and to ascertain the true specie value of the same, with interest at six per cent. per annum; and that the amount so ascertained be paid out of any money in the Treasury not otherwise appropriated; proprovided the said executors shall first execute bond of indemnity. The said accounting officers also authorized to pay to John Scott, executor of Charles Yeates, the specie value of a loan-office certificate issued in the name of Edward Watkins. P. 392.

May 26, 1828.—Francis H. Gregory and Jesse Wilkinson.

The proper accounting officers of the Treasury authorized and directed to audit and allow the accounts of Lieutenant F. Gregory for expenses incurred by him in prosecuting suit in case of the brig Palmyra, and that the amount of said expenses, when ascertained, be paid out of any money in the Treasury not otherwise appropriated; and that it shall be the duty of the Secretary of the Navy to pay, content, and satisfy to the persons who may be legally entitled to receive the same, the damages and taxed

costs decreed to be paid by Jesse Wilkinson, a master commandant in the navy of the United States; and that the sum of $13,239.48 be appropriated for the purpose aforesaid out of any moneys in the Treasury not otherwise appropriated. P. 393.

March 2, 1829.—William Otis.

The proper accounting officers of the Treasury authorized and directed to audit and settle, upon principles of justice and equity, the accounts and claims of William Otis, former collector of the customs for the district of Barnstable; and to satisfy such amount of principal and interest as may be found due to said Otis a sum sufficient is hereby appropriated, to be paid out of any money in the Treasury not otherwise appropriated; provided that before any sum shall be paid to the said Otis under the authority of this act the decision of the said accounting officers shall receive the sanction and approval of the President of the United States. P. 396.

March 2, 1829.—John Smith and Wilson P. Hunt.

The proper accounting officers of the Treasury authorized and instructed to audit and settle the accounts of Alpha Kingsley, late paymaster, on principles of equity and justice; and to extend the benefit of such settlement, if any, to the judgment obtained against the securities of said Kingsley, so far as the same may operate, or lessen, or discharge the said judgment, but not to the payment of any balance from the United States. P. 397.

March 3, 1829.—Legal representatives of John Guest.

The Third Auditor of the Treasury authorized to settle and adjust the claim of the legal representatives of said Guest for a frame house and brick office burnt by the British at Havre-de-Grace, in 1813, upon the principles of the act of March 3, 1825, the same as if application had been made to the Commissioner under the act of the 9th of April, 1816; the sum found due, if any, to be paid out of any money in the Treasury not otherwise appropriated. P. 400.

March 3, 1829.—Joshua Foltz.

The proper accounting officers of the Treasury required to settle and adjust the account of said Foltz, and to allow him for ten months' services as a wagoner in the Revolutionary war, to be paid out of any money in the Treasury not otherwise appropriated. P. 401.

January 30, 1830.—Nathaniel B. Wood.

That the proper accounting officers of the Treasury liquidate the claims of Nathaniel B. Wood, and allow him the pay and emoluments of a deputy quartermaster general, from 15th November, 1814, to the 10th of May, 1815, deducting therefrom such pay and forage as he may have received. The balance found due to be paid out of any money in the Treasury not otherwise appropriated. P. 403.

February 11, 1830.—The legal representatives of Benjamin Clark.

That the proper accounting officers of the Treasury audit and adjust the claim of said parties, for the loss of a wagon, horse, and service while in the military service of the United States during the late war, and allow them such compensation as they are entitled to, on the principles and by the rules which have heretofore governed the Department in adjusting claims for the loss of like property under the law of April 9, 1816. And that said sum so found due be paid out of any money in the Treasury not otherwise appropriated. P. 406.

March 18, 1830.—Richard Biddle, administrator of John Wilkins, Jr.

The proper accounting officers authorized and directed to settle and adjust the accounts of John Wilkins, Jr., formerly quartermaster general, upon the principles of justice and equity. P. 407.

April 7, 1830.—Legal representatives of Jean B. Conture.

That the Secretary of the Treasury pay, out of any money in the Treasury not otherwise appropriated, to the legal representatives of said party, $2,000, the

value of dwelling-house and other buildings which were destroyed by the British and Indians January 23, 1813, while in the military occupation of the United States by the command of an officer in the service.

May 28, 1830.—Heirs or legal representatives of Joseph Falconer.

The proper accounting officers of the Treasury authorized to audit and settle the claim of said Falconer, on account of two loan-office certificates, and to ascertain the true specie value of the same, exclusive of interest, said certificates alleged to be lost. The said amount to be paid out of any money in the Treasury not otherwise appropriated; provided that the person or persons receiving the amount shall first execute and deliver to the Comptroller of the Treasury a bond of indemnity in double the amount of the sum to be paid, with sufficient security, &c.

P. 430.

May 28, 1830.—Alexander Claxton.

That it shall be the duty of the Secretary of the Navy to pay to the person legally entitled to receive the same, the taxable costs decreed to be paid by said Claxton, in the suit prosecuted by him against the English merchant ship, James Mitchell; and that a sum not exceeding $5,264.98, be apppropriated for the purpose out of any money in the Treasury not otherwise appropriated.

The proper accounting officers of the Treasury authorized and directed to audit and allow the accounts of said Claxton for his reasonable expenses incurred in the prosecution of his claim for salvage against the said English merchant ship, James Mitchell, said expenses not to exceed $872.75. The amount when ascertained, to be paid out of any money in the Treasury not otherwise appropriated. P. 434.

May 29, 1830.—Certain diplomatic functionaries.

The proper accounting officers of the Treasury authorized, under the direction of the Secretary of State, to settle the accounts of certain diplomatic functionaries named in this act, as far as the same

shall appear to the Secretary of State to have been sanctioned by instructions from the Department of State, or to have a just and equitable foundation in usage. P. 436.

May 29, 1830.—Ephraim F. Gilbert.

The Third Auditor of the Treasury Department authorized and directed to ascertain the damages and losses sustained by said Gilbert, in delivering stone for the United States at Fort Niagara in 1817, under his contract for that purpose; and the same is to be ascertained on just and equitable principles, the amount to be paid out of any money in the Treasury not otherwise appropriated. P. 440

May 29, 1830.—George Ermatinger.

That the Third Auditor of the Treasury ascertain the value of a horse which belonged to said George, and was killed at the attack on Fort Stephenson in 1813. And when said value is ascertained on such proof as the said George may produce, the said Auditor is directed to make such deduction therefrom as he shall find the said George received for forage after his said horse was killed and before he obtained another. And when the said Auditor shall report to the Secretary of the Treasury the amount due to said George, said Secretary directed to pay the same out of any money in the Treasury not otherwise appropriated. P. 445–446.

May 29, 1830.—Sundry owners of vessels sunk for the defence of Baltimore.

That the Third Auditor of the Treasury ascertain the value of certain vessels at the time they were taken to be sunk for the defence of Baltimore city in 1814, and to allow the owners, respectively, twenty-five per cent. on said valuation, on certain conditions specified in the law; the amounts found due by the said auditor to be paid by the Secretary of the Treasury to said owners out of any money not otherwise appropriated, or be applied on debts due by them to the United States, as the case may be. P. 447–448.

May 30, 1830.—Lewis Rouse.

The Third Auditor of the Treasury authorized to settle and adjust the claim of Lewis Rouse, on just and equitable principles, for liquor furnished in consequence of the failure of the contractor to furnish the same as part of the rations for the troops at Fort Crawford, in 1818. P. 448.

May 31, 1830.—John Baptiste Jerome.

That it shall be the duty of the Third Auditor of the Treasury to ascertain the value of a certain barn and personal property destroyed by fire by order of an American officer, to prevent their use by the British and Indians, January 22, 1813; and that the sums found due to be paid out of any moneys in the Treasury not otherwise appropriated. P. 448–449.

May 31, 1830.—Gabriel Godfrey.

The same duty imposed upon the Third Auditor of the Treasury to ascertain the value of Godfrey's barn and personal property, as in the above case of John B. Jerome. P. 450.

March 3, 1831.—James Thomas.

The proper accounting officers of the Treasury authorized and directed to adjust and settle the accounts and claims of Colonel James Thomas, late quartermaster general of the army of the United States, and allow him a credit for all vouchers he shall prove to have been lost for the expenditure of money duly authorized and not heretofore placed to his credit, and such compensation for extra official duties performed and services rendered by him as he is entitled to, if any, according to former regulations and precedents of the Treasury Department; provided, however, that no allowance shall be made in the settlement greater than the amount for which the said Thomas is now held liable to the United States. P. 468.

February 10, 1832.—Claim of the United States on the Commercial Bank of Lake Erie.

The Secretary of the Treasury authorized to com-

promise and finally settle the claim of the United States on the Commercial Bank, of Lake Erie, on such terms as he may deem most conducive to the best interests of the United States. P. 473.

February 18, 1832.—Lawrence L. Van Kleeck.

That the proper accounting officers of the Treasury open the accounts of said Van Kleeck, late collector of the internal revenue in 13th district of New York, and allow him such further sum as he is entitled to as the successor of Thomas Lemington, by dividing the compensation between the two, according to the time that each served in said office in 1816; and on the amount being ascertained the Solicitor of the Treasury directed to apply the same on a judgment recovered against said Van Kleeck, and if interest was computed on said judgment, he is directed to compute interest on the additional allowance from same time that interest commenced on judgment, and if such allowance equals the judgment, then the same is to be discharged. P. 474.

February 18, 1832.—Adam Peck.

The proper accounting officer of the Treasury directed to re-open, audit and settle the accounts of Adam Peck, on the principles of justice and equity, and make him such further allowance as he may be entitled to, and if the amount so allowed shall equal the debt claimed by the United States, then said account to be balanced, and if judgment has been rendered thereon, said judgment to be discharged on payment of costs. If such allowance be less than the judgment, the same to be applied in part satisfaction of said judgment, interest to be computed on allowance made, if interest has been included in the judgment, and from the time interest on judgment commenced. If said account shall be balanced without including a credit due to Peck as administrator, then said accounting officer shall certify the amount due to him as administrator to the Secretary of the Treasury, who is directed to pay the same out of any money not otherwise appropriated. P. 475.

February 24, 1832.—William Tharp.

The proper accounting officers of the Treasury authorized and required to open and adjust the accounts of William Tharp, late sutler in the army of the United States, and to allow him interest on moneys paid and advanced by him, &c.; and that the *sums awarded* to said Tharp be paid out of any moneys in the Treasury not otherwise appropriated. P. 476.

March 7, 1832.—Samuel Wagstaff.

That the Third Auditor of the Treasury ascertain the value of a house destroyed by the enemy during the late war while it was in the military occupation of the United States as a hospital, belonging to said Wagstaff; and that, on his reporting the value to the Secretary of the Treasury, he pay the same to the legal representatives of the said Wagstaff, now deceased, out of any money not otherwise appropriated. P. 478.

March 15, 1832.—Edward Livingston.

That the Third Auditor of the Treasury ascertain the quantity and value of the timber necessarily taken and used from the land of said Livingston by the troops of the United States in the years 1813, 1814, 1815, and 1816, computing the said value as the same was, considering the situation of the timber, whether standing or prepared for market; and that the Secretary of the Treasury, on the requisition of the said Auditor, pay the amount so found due to said Livingston out of any money in the Treasury not otherwise appropriated. P. 479.

March 15, 1832.—Administrator of Jacob Squirrel.

That the Third Auditor of the Treasury adjust the amount due Jacob Squirrel, and report the same to the Secretary of the Treasury, who is directed to pay the amount so reported to Squirrel's administrator out of any money in the Treasury not otherwise appropriated. P. 479.

March 15, 1832.—Representatives of Samuel Keep.

The proper accounting officers of the Treasury authorized and required to adjust and settle, upon

principles of justice and equity, the accounts and claims of the legal representatives of Samuel Keep; and that all moneys allowed on such adjustment and settlement shall be paid out of any money in the Treasury not otherwise appropriated. P. 480.

March 15, 1832.—Anthony Foreman and John G. Ross, Cherokee delegation.

The Secretary of War be directed to ascertain the value of three slaves, December, 1813, which were taken from Anthony Foreman in violation of the act of March 30, 1802, and not paid for, or restored; and that the amount so ascertained be paid, by the Secretary of the Treasury out of any money not otherwise appropriated, on the requisition of the Secretary of War, in favor of the representative of said Foreman, or to such person as shall be, or now is, authorized by the said representative, by such power as is, or has been, usually required at the War Department, when money has been paid to an individual claimant of the Cherokee nation. P. 480.

May 31, 1832.—James McCarty.

That the proper accounting officers of the Treasury audit and settle the claim of said McCarty, for a quantity of lime deposited by him in the ordnance yard at Baton Rouge, in 1820, and which was used in the public works, deducting the quantity sold by said McCarty, and for the balance to pay said McCarty at the rate of thirty cents per bushel, out of any money in the Treasury not otherwise appropriated. P. 494.

June 15, 1832.—The trustee of Thomas H. Smith & Son.

The Secretary of the Treasury authorized to compromise and finally settle with the trustee of the late firm of Thomas H. Smith & Son, all the claims of the United States upon the said firm and their securities, upon such terms as he may deem most conducive to the best interest of the United States. P. 495.

June 15, 1832.—Representatives of David Dardin.

The proper accounting officers of the Treasury

Department required to settle the accounts of the legal representatives of David Dardin, deceased, and to allow them $1,500; to be paid and received in full satisfaction of a certificate given by Lieutenant Rudder, February 6, 1781, for seven hundred and fifty pounds, specie, of the currency of Virginia, for a horse impressed for the public service; and that the same be paid out of any money in the Treasury not otherwise appropriated. Pp. 495, 496.

July 3, 1832.—John Lacy.

The proper accounting officers of the Treasury authorized and required to audit, adjust and settle, upon principles of justice and equity, the account of John Lacy for losses, &c., and that the amonnt ascertained to be due, be paid to him or to his legal representatives out of any money in the Treasury not otherwise appropriated. P. 501–502.

July 4, 1832.—Aaron Shaw.

That the proper accounting officers of the Treasury be authorized and directed to audit and settle the claim of Aaron Shaw, on account of certain certificates issued to said Shaw by the late Commissioner of Army accounts during the Revolutionary war, which certificates appear by the books of the Treasury to be outstanding and unpaid; and that the sums found to be due on said certificates, *with interest thereon*, be paid, out of any money in the Treasury not otherwise appropriated. P. 503.

July 14 1832.—The Officers and Soldiers of Fort Delaware.

The second Auditor of the Treasury, authorized and required to ascertain the amount of property lost by each officer and soldier by fire at Fort Delaware, February 8, 1831. The amount so ascertained to be paid out of any money in the Treasury not otherwise appropriated. P. 512.

July 14, 1832.—Personal representatives of John Laurens.

The accounting officers of the Treasury, directed, authorized and required to settle the account of the personal representatives of Colonel John Laurens for certain military and diplomatic services, and to al-

low and credit to said representatives the interest on the amount due to him, the said Laurens, and that certificates of stock be issued at the Treasury to said personal representatives, &c., &c., and that all dividends thereupon found due on said stocks, whether for interest or principal, be paid to said personal representatives out of any money in the Treasury not otherwise appropriated. P. 515.

July 14, 1832.—John Brunson.

That the proper accounting officers of the Treasury Department adjust the claim of John Brunson, for a house and store destroyed by the enemy during the late war, and pay to him, out of any moneys in the Treasury not otherwise appropriated, such rateable proportion of the amount of his claim, when liquidated by the Third Auditor, as has been paid to claimants under the act of March 3, 1825, (ch. 66,) passed to amend the act of 9th of April, 1816; provided the accounting officer is satisfied that the title of the bulding destroyed is in said Brunson. Pp. 518–519.

July 14, 1832.—Gertrude Gates.

That there be paid, out of any money in the Treasury not otherwise appropriated, to Gertrude Gates, the amounts of certain final settlement certificates issued by William Barber, Commissioner, with interest on said amounts at six per cent. per annum. Provided, said Gertrude Gates shall first execute the idemnity bond required by this act to the United States. P. 521.

July 14, 1832.—William A. Tennille.

That the proper accounting officer of the Treasury audit and adjust the claim of Colonel William A. Tennille, late Quartermaster General in the service of the State of Georgia, as agent of the United States, in receiving, paying and disbursing moneys on their account, and to allow him five per cent on the money by him disbursed and accounted for, and to allow the difference between that sum and the amount heretofore allowed to him on a judgment against him in favor of the United States as of the

date of the judgment, the same to be in full for his services, &c. P. 521.

July 14, 1832.—Robert C. Jennings and the Executors of James Roddy.

That the Secretary of the Treasury settle and adjust the claims of Robert C. Jennings, surviving partner of James Roddy & Company against the United States, or, such as may be presented by the Executors of James Roddy, deceased, on principles of justice and equity, and allow such further sum as is due. And such amount as may be thus ascertained to be applied on the debt due from the said Jennings and Roddy to the United States; and if it shall exceed said debt, without interest, the excess to be reported to the next session of Congress, with the evidence on which the claims have been settled.

P. 522.

July 14, 1832—John Peck.

The proper accounting officers of the Treasury Department authorized and required to liquidate and adjust certain final settlement certificates named in this act, and that they be paid out of any money in the Treasury not otherwise appropriated, to the said John Peck, the holder of said certificates, the amount thereof, with interest at six per centum from the first of January, 1788, the date of the last payment of interest endorsed on the said certificates.

P. 524.

July 14, 1832.—Augustine Taney.

The Third Auditor of the Treasury, authorized to ascertain the value of certain buildings belonging to the wife of Augustine Taney before her marriage, which were destroyed by fire by the enemy during the late war, and the amount thereof, when so ascertained to be paid to the said Augustine Taney, out of any money in the Treasury not otherwise appropriated. P. 525.

July 14, 1832.—Henry Waller.

The Third Auditor of the Treasury, authorized and directed to ascertain the value of the buildings of

Henry Waller, which were destroyed by fire by the enemy during the late war; and that the amount thereof, when so ascertained, be paid to said petitioner out of any money in the Treasury not otherwise appropriated. P. 525.

July 14, 1832.—The legal representatives of Nimrod Farrow and Richard Harris.

The Third Auditor of the Treasury, the Second Comptroller, and Charles Gratiot, authorized and directed to examine the claims of the legal representatives of Nimrod Farrow and Richard Harris, against the United States, arising from a contract to construct a fortification at Dauphin Island, on principles of justice and equity. And they are empowered and directed to take further testimony on the part of the United States, if they shall think the same necessary to accomplish the ends of justice; and to prescribe rules for taking testimony on behalf of, and giving notice to the parties respectively; and to call on the claimants for books and papers relating to the expenditures under said contract; and they are directed to report the testimony so taken, with their award, to the next session of Congress. P. 526.

February 9, 1843.—Administrator of John Thornton, deceased.

That the accounting officers of the Treasury do settle, adjust and pay over to said administrator the account of the late John Thornton, for five years' full pay, in commutation of the half pay for life, promised by the resolution of Congress to the officers of the Continental line in the war of the revolution; with such interest thereon as would be now due if a certificate for such commutation had been issued under the principles of the funding act, and no payments made thereon; to be paid out of any money in the Treasury not otherwise appropriated. One-fourth part to be paid to Colonel Thornton's widow, and the residue to the persons entitled thereto, according to the laws of Virginia. P. 533.

February 27, 1833.—John S. Devlin.

That the proper accounting officers of the Treasury be, and they are directed to settle the accounts of John S. Devlin, quartermaster sergeant in the United States marine corps, upon principles of justice and equity. P. 536.

February 27, 1833.—Alexander Donelson.

That the Third Auditor of the Treasury ascertain the amount due to Alexander Donelson, assignee of David G. Howard, for the loss of a horse, and for his horse equipments, &c., on the same principles that the like cases have heretofore been decided by him. The amount thus ascertained to be paid by the Secretary of the Treasury out of any money in the Treasury not otherwise appropriated.

P. 536–537.

March 2, 1833.—John Bruce, administrator of Philip Bush, deceased.

That the proper accounting officers of the Treasury do settle the claim of John Bruce, administrator of Philip Bush, for a certain certificate issued March 3, 1780, to the said Philip Bush in his life time, payable on the 31st March, 1780, for $\$32,842\frac{55}{90}$, in continental emission. And that the said settlement be made according to the rules of depreciation; and that the same claim be allowed and paid under the principles of the funding system, in the same manner and in the same amount as if the said Philip Bush had, on the 31st of December, 1790, subscribed to the loan made on payment of the debt of the United States; and that the sum, as ascertained, be paid to the said administrator out of any money in the Treasury not otherwise appropriated. P. 540.

March 2, 1833.—James Taylor.

That the proper accounting officers of the Treasury Department, are authorized to adjust and settle the accounts and claims of James Taylor, late district paymaster and Quartermaster General in the service of the United States in the late war with Great Britain, on principles of equity and justice; and that

the said James Taylor be allowed such credits as he may prove himself to be entitled to by the best evidence which the nature of the case will admit of, and which it may be in his power to produce.

P. 540–541.

March 2, 1833.—The legal representatives of John Miller, deceased.

That the proper accounting officers of the Treasury are authorized to audit the accounts of John Miller, late clerk of the superior and district courts for the Territory of West Florida, upon the following principles, namely: they are to allow the legal representatives of said Miller a per diem for attendance on the several courts; a reasonable compensation for office rent, fuel, and stationery, on the same terms as such allowances have hitherto been made to the clerks of the circuit and district courts of the several States and Territories. P. 541.

March 2, 1833.—Heirs and representatives of John Campbell.

That the proper accounting officers of the Treasury be, and they are hereby, authorized and required to audit and adjust, upon principles of equity and justice, the claims and accounts of the heirs and representatives of John Campbell, late forage master, &c., in the service of the United States during the Revolutionary war, for his services, expenditures, pay, and rations, while in said service; and that the amount due, when ascertained as aforesaid, be paid out of any money in the Treasury not otherwise appropriated. P. 541.

March 2, 1833.—Elizabeth Scott, assignee of Alexander Scott, jr.

That the petition and documents of Elizabeth Scott, assignee of Alexander Scott, jr., deceased, be referred to the proper accounting officers of the Treasury, and that the said officers are hereby authorized and directed to settle and adjust the account of the said Alexander Scott, jr., deceased, late inspector of the customs at Pensacola, according to the principles of equity and justice, and according to allowances made

to inspectors in similar cases; and that the amount found due be paid to Elizabeth Scott, jr., with interest, for the use of Elizabeth Scott, senior, out of any money in the Treasury not otherwise appropriated. P. 542.

May 2, 1833.—Heirs of Dr. Isaac Ledyard, deceased.

That the proper accounting officers of the Treasury Department be, and they are hereby, directed and required to allow the heirs of said deceased the five years' full pay of a surgeon, being the commutation of half-pay for life of said Ledyard, together with the interest thereon which would now be due had a certificate for the amount been issued by the United States and subscribed under the act of August 4, 1790, ch. 34. Said accounting officers also directed to revise the settlement of the account of the said Ledyard, made by Benjamin Walker, commissioner, &c., and to allow the heirs of said deceased the compensation fixed by the resolution of Congress of February 6, 1778, as specie, &c ; and that on said settlement, if any balance is found due from the United States, the same be paid, with interest now due, to the said heirs, as though a certificate had regularly issued therefor at the time it was due, &c., and that the same be paid out of any money in the Treasury not otherwise appropriated. P. 542, 543.

March 2, 1833.—Daniel Goodwin, executor of Benjamin Goodwin, deceased.

That the proper accounting officers of the Treasury be, and they are hereby authorized and required, to settle and adjust, upon principles of equity and justice, the account of said executor, for the use and occupation of a wharf, house, and other property, used and occupied during the revolutionary war, by the agent of the United States, from 1781, up to which time his account was paid, to 1784, for the purpose of building a seventy-four gun-ship. The amount to be paid out of any money in the Treasury not otherwise appropriated. P. 545, 546.

March 2, 1833.—Alexander Claxton.

That the proper accounting officers of the Treasury Department be, and they hereby are, authorized and

directed to allow to Alexander Claxton, in the settlement of his account, &c., in addition to the sum provided by the act of May 28, 1830, ch. 140, the further sum of $637. The amount to be paid out of any money in the Treasury not otherwise appropriated. P. 546.

March 2, 1833.—Farish Carter.

That the Secretary of the Treasury be, and hereby is, directed to pay to Farish Carter, out of any money in the Treasury not otherwise appropriated, $1,860. Also, that the proper accounting officers be, and they are hereby authorized and required to adjust and settle the various accounts of Farish Carter with the Government, on just and equitable principles. The amount to be paid out of any money in the Treasury not otherwise appropriated. P. 547.

March 2, 1833.—John S. Stiles and others.

That the memorial of John S. Stiles and other owners of vessels taken and sunk for the defence of Baltimore, during the late war, with the papers and documents referred to the Committee on Claims of the House of Representatives in said cases, be referred to the Third Auditor for his decision, under the act of May 29, 1830, ch. 214, "for the relief of sundry owners of vessels sunk for the defence of Baltimore," which decision shall be subject to the supervision of the Secretary of the Navy. P. 552.

January 24, 1834.—Heirs and widow of Robert Avart.

That the Third Auditor of the Treasury settle the claim of the heirs and widow of Robert Avart, for the destruction or damage done to the fences of said Avart, near New Orleans, by the United States troops, during the late war, on the same principles that have governed the accounting officers of the Treasury in settling similar claims for like injuries in the same vicinity; and that the amount so found be paid by the Secretary of the Treasury out of any money not otherwise appropriated. P. 553.

March 24, 1834.—Minturn & Champlin.

That the Secretary of the Treasury be, and he is

hereby, authorized to compromise and finally settle with Benjamin C. Minturn, surviving partner of the late firm of Minturn & Champlin, all the claims of the United States upon the said firm and their securities, upon such terms as he may deem most conducive to the interests of the United States. P. 555.

March 24, 1834.—John Hone & Sons.

That the Secretary of the Treasury be, and he is, authorized to adjust and settle the claims of John Hone & Sons, of New York, for damages sustained by them in consequence of the illegal seizure of teas made in New York by the collector of Philadelphia, acting under the orders of the Secretary of the Treasury, to be paid out of any money in the Treasury not otherwise appropriated; provided that no allowance shall be made for any damages sustained by them other than the interest upon the amount of property detained from them, and the difference in value of the said property at the time of the illegal seizure and the time of its delivery to them on the substitution of other security; and provided, also, that such allowance shall not exceed the sum of $9,607.15.

P. 556.

April 15, 1834.—John Haggerty and David Austin.

That the Secretary of the Treasury be authorized to adjust and settle the claims of John Haggerty and David Austin for damages sustained by them in consequence of the illegal seizure of teas made in New York by the collector of the port of Philadelphia, acting under the orders of the Secretary of the Treasury, to be paid out of any money in the Treasury not otherwise appropriated; with the same proviso as in the case above, except that the allowance in this case shall not exceed the sum of $11,751.04. P. 557.

April 15, 1834.—Thomas Richardson.

That the proper accounting officers of the Treasury liquidate the claim of Thomas Richardson, a sutler in the army of the United States, against such soldiers as had permission to purchase goods of him, where such soldiers are dead, and where a balance is due to them from the United States, and when the

said Richardson has, or shall take out letters of administration on the estate of said soldiers; and to allow to said Richardson the amount so due to him, *with the interest*, and also the amount of taking out letters of administration on said estates, with the interest thereon; and that the Secretary of the Treasury pay to the said Thomas Richardson, out of any money not otherwise appropriated, the amount so found to be due to him; provided that no more shall be paid on each account than is due to such soldier from the United States, and the amount so paid shall be charged to the individual account of said soldiers. P. 558.

May 1, 1834.—William S. Anderson.

That the Third Auditor of the Treasury ascertain the value of a horse lost by Wm. S. Anderson, for the want of forage while in the military service of the United States, during the late war; and that the Secretary of the Treasury pay to said Anderson the amount, when so ascertained, out of any money in the Treasury not otherwise appropriated. P. 560.

June 19, 1834.—Lucy Loomis.

That there be paid out of any money in the Treasury, not otherwise appropriated, to Lucy Loomis, widow of Jesse Loomis, late a lieutenant in the military service of the United States, and who died before the expiration of his term of service, by occasion of sickness contracted in that service, but was, by permission and advice of his attending physician, removed to his family before his death, the full amount to which she would have been entitled had died in camp, and before the expiration of his term of service. P. 565.

June 19, 1834.—Heirs or legal representatives of Dr. John Berrien.

That the proper accounting officers of the Treasury be, and they are hereby, directed to revise the settlement of the account of Dr. John Berrien, commissary of the hospital department, in the Revolutionary army, made by Benjamin Walker, commissioner, &c.; and to allow to the heirs or legal representatives of the said Dr. John Berrien, the

compensation fixed by the resolution of Congress of February 6, 1776, as specie, according to report of the said Benjamin Walker, made to Congress, &c. And that on said settlement, if any balance is found due from the United States, that the same be paid, with *the interest now due*, to said heirs or legal representatives, as though a certificate had regularly issued therefor at the time it became due, and the same had been subscribed to the loan created by the act of 1790; and that the same be paid out of any money in the Treasury not otherwise appropriated. P. 565.

January 27, 1844.—Administrators of Michael Gratz.

That the proper accounting officers of the Treasury be, and they are hereby, authorized and required to adjust and legislate the value of two certificates, issued from the loan office of New Jersey to Ogden and Curtis; and another from the loan office of Pennsylvania to William Henderson; and that the value so adjusted of the three certificates, with interest at the rate of six per centum per annum, be paid out of any money in the Treasury not otherwise appropriated by law, to the administrators of said deceased. Provided, that before payment is made as aforesaid, the said administrators shall give bond to the United States, to be approved by the Secretary of the Treasury, for refunding the amount to be paid on either of said certificates which may hereafter be presented for payment, or of all, if all should be so presented. P. 571.

January 28, 1834.—Benjamin Jacobs, Samuel Bayard, surviving executor of John Bayard, and the executors of Joseph Falconer, deceased.

That the proper accounting officers of the Treasury Department be, and they are hereby, authorized and directed to settle the account of Benjamin Jacobs for two loan loan office certificates, issued from the loan office in Connecticut in the name of the said Jacobs, and to ascertain the true specie value thereof, which certificates are alleged to have been lost, and appear by the books of the Treasury to be outstanding and unpaid; and that the amount so ascer-

tained, with interest thereon, be paid to the said Jacobs, out of any money in the Treasury not otherwise appropriated, upon the said Benjamin Jacobs executing and delivering to the Comptroller of the Treasury a bond of indemnity, in double the amount of the sum to be paid, with sufficient security, to be approved of by the said Comptroller.

The second section of the act makes the same provisions as above as to the claim of Samuel Bayard, surviving executor of John Bayard, deceased: The third section provides that there be paid to the executors of Joseph Falconer, deceased, out of any money in the Treasury not otherwise appropriated, interest upon two loan certificates specified in said section, to be computed from the first of January, 1788, until the payment of the principal of those certificates as directed by the act for the relief of the legal representatives of said Falconer, approved May 28, 1830, ch. 126. P. 574.

January 28, 1834.—Representatives of Samuel Gibbs,

That the proper accounting officers of the Treasury be, and they are hereby, authorized and required to liquidate and adjust the value of two certificates named in this act, and that the value so adjusted, with interest thereon at the rate of six per centum per annum, be paid out of any money in the Treasury not otherwise appropriated by law, to the legal representatives of Samuel Gibbs, deceased. Provided, that, before payment is made as aforesaid, the said legal representatives shall give bond, to be approved by the Secretary of the Treasury, for refunding the amount of either of the said certificates which may hereafter be presented for payment, or of both should both be so presented. P. 576.

June 28, 1834.—Representatives of Benjamin Bud and Grove Pomeroy.

That the accounting officers of the Treasury be, and they hereby are, authorized and directed to audit and settle the claim of the legal representatives of Benjamin Bud, on account of eight loan certificates specified in said act, which certificates appear on the

books of the Treasury outstanding and unpaid. Also to audit and settle the claim of the legal representatives of Grove Pomeroy, on account of four final settlement certificates described fully in this act, which appear outstanding and unpaid on the books of the Treasury; and the sum found due with the interest thereon, at six per cent. per annum, be paid to said representatives out of any money in the Treasury not otherwise appropriated. Provided, that the legal representatives of the said Bud and the said Pomeroy, respectively, shall first deliver to the Comptroller of the Treasury a bond in such sum and with such surety as he shall approve, to indemnify the United States against all lawful claims for or on account of said certificates. P. 576.

June 30, 1834.—Wolcott Chauncey.

That the proper accounting officers of the Treasury Department be, and they are hereby, authorized to audit and settle the account of Wolcott Chauncey on the principles of equity and justice; and to allow in the settlement thereof, whatever loss may have been sustained by him from the sale of Treasury notes received by him in the years 1814 and 1815, and applied to the public service under the direction of the Navy Department. Provided, that the allowance made shall not exceed the sum of $766.20. P. 580.

June 30, 1834.—Claims of sundry citizens of the United States for property lost by the depredations of certain Indian tribes.

Whereas said claims were, by an act of Congress passed May 3, 1830, referred to the Third Auditor of the Treasury for examination and adjustment, and as it fully appears from the report of that officer that he was not in possession of the necessary information by which to govern him in an equitable adjustment of said claims: Therefore, that the claims aforesaid and the claim of Joseph Bogy, for depredations committed on his property by the Choctaw Indians, be, and the same is hereby submitted to the Secretary of War for examination and final adjustment, who is hereby directed to be governed in his decisions by the pro-

visions of the 14th section of the act of March 30, 1802, and by treaty stipulations with any of the Indian tribes mentioned, applicable to any of the cases. Provided, that no limitation of time for presenting claims under that act shall bar any of the claims herein mentioned. And provided further, that if it shall appear to the satisfaction of the Secretary of War, that any of the depredations aforesaid were committed by Indians who had been removed by the United States from their own country, and located within the limits of the then territory of Missouri, upon lands to which the Indian title had been extinguished, and within the vicinity of said claimants, in all such cases the depredations so committed shall be deemed sufficient to establish the claim of the individual or individuals sustaining such loss, for the value of property so plundered and destroyed.

SEC 2. That the Secretary of War shall cause to be paid to each individual whose claim shall be established under this act, the amount thereof out of any money in the Treasury not otherwise appropriated.

P. 581.

June 30, 1834.—Jonathan Walton and John J. De Graff.

That the Secretary of the Treasury be, and he is hereby authorized to settle the accounts of Jonathan Walton and John J. De Graff, formerly acting under the firm of Jonathan Walton & Co., agents, &c., and allow to them such sum as they shall prove they actually lost on the sale of Treasury notes, when they received said Treasury notes on account of current money previously advanced and paid by them out of their own individual funds for the United States during the late war with Great Britain, for expenditures as agents, &c. Provided, they received said Treasury notes under a contract that they were to be reimbursed in par funds; and provided said contract was not rescinded or waived by the parties. And also such other sums as shall be satisfactorily proven to have been actually paid by said Walton & De Graff, as interest, until the principal was refunded, &c. The amount so allowed and paid not to exceed $17,548.75.

Sum allowed to be paid out of any money in the Treasury not otherwise appropriated. P. 586.

June 30, 1834.—Andrew Armstrong.

The proper accounting officers of the Treasury authorized and required to readjust the accounts of Andrew Armstrong, and to allow him a commission of five per centum on money disbursed, &c., &c.; that the balance found due to said Armstrong upon the readjustment of his account upon the principles herein directed, to be paid to him out of any moneys in the Treasury not otherwise appropriated.

P. 587–588.

June 30, 1834.—Heirs and legal representatives of John Rose, senior, deceased.

The proper accounting officers of the Treasury directed to cause to be ascertained the actual value of the property of John Rose, senior, which was destroyed by fire at the burning of the navy yard at Washington in 1814, and certify said value, when so ascertained, to the Secretary of the Treasury; the Secretary of the Treasury directed to pay, out of any money in the Treasury not otherwise appropriated, to the heirs or other legal representatives of the said Rose, the value of said property so certified to him, provided that no greater sum than $2,500 shall be paid by virtue of this act, whatever may be the certified value of said property beyond that amount.

P. 594.

June 30, 1834.—Stephen C. Phillips.

That the sum of $2,243.93 be paid out of money in the Treasury not otherwise appropriated, to Stephen C. Phillips, to indemnify him for the expense of maintaining, &c., twenty-six American seamen of the officers and crews of two American vessels wrecked and lost at the Fiji islands, in the year 1831. P. 595.

June 40, 1834.—James Noble.

The proper accounting officers of the Treasury Department directed to audit and settle the claims of James Noble to pay as acting lieutenant, &c., &c., upon the same principles upon which like claims were

settled previous to the date of the order of the Navy Department in relation to such claims, and bearing date 10th March, 1830. P. 595.

June 30, 1834.—Heirs of James Bell, deceased.

The proper accounting officers of the Treasury directed to settle the several accounts of James Bell, deceased, on equitable principles, for money advanced, &c., &c., excluding the charge for loss on continental money, said accounts commencing October, 1775, and ending June 15th, 1776; and the amount that shall be found due shall be paid out of any unappropriated money in the Treasury to the heirs-at-law of said Bell, provided that the sum allowed said heirs shall not exceed the sum of $5,727.03. P. 598–599.

January 8, 1835.—Legal representatives of John Mullowny.

The accounting officers of the Treasury authorized to allow in the settlement of the accounts of John Mullowny, deceased, such charges for presents made by him as Consul at the Port of Tangiers, Morocco, in the years 1827 and 1828, as have been suspended for want of vouchers. Also other allowances in same law. P. 664.

January 27, 1835.—Francis Lasselle and others.

That the Third Auditor of the Treasury audit and adjust the claims of Francis Lasselle, and other officers and privates, who enrolled themselves as volunteers under act of February 6, 1812, and to allow to the said Lasselle and others, such further sum as they are entitled to by extending to them the provisions of the said act of February 6, 1812, authorizing the President of the United States to accept the services of fifty thousand volunteers, so that said company be on the same footing of equality with the volunteers of Ohio. And that the several sums, so found due, be paid out of any money in the Treasury not otherwise appropriated to the claimants, if living, or to their representatives if dead. P. 605.

March 3, 1835.—John Dougherty.

The *proper accounting officers* directed to adjust and settle the accounts of John Dougherty, as Indian Agent, and to give him credit in such settlement for annuities paid by him to the chiefs and head-men of the Indians, when he had been instructed to make the payments to the heads of families and to the Indians individually. P. 613.

March 3, 1835.—The representatives of Thomas Clemmons.

That the proper accounting officers of the Treasury audit and adjust the accounts of the representatives of Thomas Clemmons, for his services as an artificer, &c., &c., in the Kentucky militia, in the year 1812, and allow him such reasonable compensation as he is entitled to as such representative for the services of said Thomas Clemmons as such artificer, &c., &c. And that the sums so found due be paid to said representatives out of any money in the Treasury, by the Secretary of the Treasury, not otherwise appropriated. P. 617.

February 17, 1836.—Marinus W. Gilbert.

The proper accounting officers of the Treasury authorized and required to settle the claim of Marinus W. Gilbert, whether in his own right, or in the right of Thomas Gilbert, a sutler in the army of the United States, for debts due to him from deceased and deserted non-commissioned officers and soldiers, and which have not heretofore been paid, upon the same principles of justice and equity as are extended to sutlers under the existing army regulations; provided that the said accounting officers shall, in said settlements, be the judges of the validity and equity of the claims of the said Marinus W. Gilbert, in lieu of the certificates from a board of officers, as is the practice under existing army regulations.

Under the second section of this act, the said accounting officers, authorized and required to allow to the said Gilbert, interest on money paid and advanced by him for letters of administration on the estates of deceased soldiers and non-commissioned officers; provided that no larger sum, in any case,

shall be *awarded* to said Gilbert, either as principal or interest, than appears, from the muster and pay-rolls, to have been actually and justly due to such non-commissioned officers and soldiers from the United States.

That the sums awarded to the said Gilbert, under this act, be paid out of any moneys in the Treasury not otherwise appropriated. P. 621.

February 17, 1836.—James Tilford.

The Third Auditor of the Treasury authorized to settle the claim of James Tilford in the same manner as if said claim had been presented and remained, on the 9th of April, 1818, unsettled on the files of the office of Commissioner of Claims, established by virtue of act of April 9, 1816, ch. 40, and by the amendatory act of March 3, 1817, ch. 110. And that whatever sum of money shall be found to be due and owing from the United States to the said Tilford, on liquidation of his claims thereon, shall be paid out of any money in the Treasury not otherwise appropriated. P. 622.

February 17, 1836.—Marinus W. Gilbert.

That the Secretary of the Treasury pay to Marinus W. Gilbert the sum of $167.40 out of any money in the Treasury not otherwise appropriated, being interest on money advanced by him to pay off the troops in the service of the United States, on the 20th of July, 1815, and not repaid when demanded. P. 622.

February 17, 1836.—Andrew Dodge.

That the Third Auditor of the Treasury settle and adjust the claim of Andrew Dodge for certain expenses incurred, &c., &c., on such satisfactory evidence as the said Andrew Dodge shall be enabled to give, and the said Third Auditor prescribe; and that the Secretary of the Treasury pay to said Dodge, out of any money not otherwise appropriated, such sum as the said Third Auditor shall certify he has allowed on the claims aforesaid. P. 623.

February 17, 1836.—Washington Seawell.

The Secretary of the Treasury authorized and di-

rected to credit Lieutenant Washington Seawell any sum of money he may prove, to the satisfaction of said Secretary, he had in his possession belonging to the United States, and which he lost, without his fault, &c., &c., not to exceed in all the sum of $749.78. P. 624.

February 17, 1836.—Larentius M. Eiler.

The Secretary of the Treasury authorized to adjust and settle the claim of L. M. Eiler, for surveys made in the Territory of Arkansas, under a written contract made with him by William McKee, surveyor, &c., on the 30th of December, 1821; and to pay to said Eiler the balance found due him under the terms of said contract, out of any money in the Treasury not otherwise appropriated, provided the Secretary of the Treasury shall be satisfied that said Eiler, on his part, has performed his covenants in said contract. P. 624.

February 17, 1836.—Joseph Russ and Stephen J. Roach.

That the Quartermaster General settle the account of Joseph Russ and Stephen J. Roach for labor bestowed and money expended in repairing or constructing a certain road, under a contract made November 20th, 1832, of which they are the holders, and to allow them therefor such sum, so far as the labor bestowed and the money expended were advantageously applied, taking as the data for making the allowance the price to have been paid for making or repairing the entire road, on completing it according to the contract. P. 624.

February 17, 1836.—Benjamin Franklin Stickney.

The Secretary of War authorized and required to settle the accounts of said Stickney, late agent of Indian affairs at Fort Wayne, for certain services, and to allow him such compensation for the same as has heretofore been allowed to other agents of Indian affairs for similar services. The amount found to be due to be paid out of any money in the Treasury not otherwise appropriated. Provided, that no allowance shall be made under the provisions of this act to said

Stickney for the performance of any of the ordinary duties of an agent of Indian affairs. P. 625.

February 17, 1836.—The executor of Charles Wilkins.

The Secretary of the Treasury directed to settle the claim of Benjamin W. Dudley, executor of Charles Wilkins, for interest on a liquidated demand in favor of Jonathan Taylor, James Morrison and the said Wilkins, lessees of the United States of the salt works in Illinois, upon the same principle that the interest upon the said demand was settled with the legal representatives of the said James Morrison, deceased, pursuant to the act of Congress approved May 1, 1834, (ch. 35.) And that the portion of interest ascertained to be due to the said Dudley, executor as aforesaid, be paid out of any money in the Treasury not otherwise appropriated. P. 626.

February 17, 1836.—Henry Knowles, senior.

That the Third Auditor of the Treasury ascertain the value of a horse, the property of said Knowles, impressed into the service of the United States &c., &c., and that the Secretary of the Treasury pay unto the said Knowles, the value, when so ascertained, out of any money in the Treasury not otherwise appropriated. P. 626.

February 17, 1836.—Jacob Eyerly, deceased.

The Solicitor of the Treasury authorized and directed to examine the claims of the representatives of Jacob Eyerly, and to allow, if he shall find them to be just, an amount which will balance the accounts of said Eyerly as they were on the books of the Treasury Department at the death of said Eyerly in the year 1800. P. 627.

February 17, 1836.—Daniel Homans.

The Secretary of the Treasury authorized and required to adjust the claim of Daniel Homans arising under a contract to build a hospital in consequence of the delay in fixing the foundation for said hospital; and the amount of damages of such delay found to be justly due him, on the adjustment of said claim, is hereby directed to be paid him out of any money in the Treasury not otherwise appropriated. P. 627.

June 14, 1836.—Jesse Smith and others.

The secretary of the Treasury directed to apply on the judgments and notes mentioned in schedules A and B, that accompany the report of the United States attorney for the northern district of New York, dated December 3, 1833, the official notes, due bills, drafts, or accountable receipts given by Thomas Tupper, held and possessed by the persons against whom judgments have been recovered as mentioned in schedule A, and held and possessed by the persons mentioned in schedule B, against whom the United States hold notes given for property purchased at Sackett's Harbor. The powers and duties of the said Secretary under this act is fully set forth in the act itself to which reference is hereby made. In making the adjustments aforesaid, the Secretary is directed by the law as follows:

"And in all instances, when the United States have charged interest on the debt due to the United States, interest is to be computed on the claims of such persons for a corresponding period."

In the second section of the act, the Secretary is directed to make the like credit upon a judgment, or note, against a surety as he shall make on a judgment, or note, against the proper principal.

Sec. 3. That the judgments recovered remain uncollected for one year, to enable the claimants to obtain the benefits of this act, provided the sureties file their written consent to said indulgence with the Solicitor of the Treasury within one month after the approval of this act by the President. Pp. 634, 635.

June 23, 1836.—Legal representatives of Doctor Absalom Baird, deceased.

The proper accounting officers of the Treasury required to settle the account of Doctor Baird, a surgeon in the army of the United States during the Revolutionary war, and to allow his legal representatives compensation equal to five years full pay of a captain of infantry in the service of the United States on continental establishment, *without interest*, which is the computation for his half-pay for life, to be paid to

his legal representatives out of any money in the Treasury not otherwise appropriated. P. 641.

June 23, 1836.—Ebenezer Phillips and others.

The Collector of Customs for the District of Marblehead and Lynn, Massachusetts, authorized to pay to said Phillips, and such others as may have been owners, and to the legal representatives of the late master and crew, of the fishing schooner Van Buren, supposed to have been lost at sea, the same sum of money, to be distributed according to law, which they would have been entitled to receive as a bounty or drawback, if the said vessel had returned in safety from her voyage, and accomplished the full term of service required by law. P. 642.

June 23 1836.—Charles M. Frazier.

The Third Auditor of the Treasury directed to ascertain the value of a horse destroyed by the British in 1814, the said horse being the property of Charles M. Frasier, and the amount so ascertained, to be paid out of any money in the Treasury not otherwise appropriated. P. 642.

June 23, 1836.—The legal representatives of Nathaniel P. Tatum.

That the Secretary of the Navy ascertain the damages, if any, the United States sustained, on the failure of said Tatum to deliver the full quantity of plank stocks at the Portsmouth Navy Yard, according to his contract; and having deducted said damages, if any, from the ten per cent. reserved out of the price of the plank delivered, he, the said Secretary, is directed to certify what remains, if any deduction shall be made, and if not, then the entire amount of said ten per cent. to the Secretary of the Treasury, who is directed to pay said amount, so certified, to the legal representatives of the said Tatum, out of any money in the Treasury not otherwise appropriated. P. 642.

July 1, 1836.—Heirs of William Forbes, deceased.

The Secretary of the Treasury authorized and directed to pay out of any money in the Treasury of

the United States not otherwise appropriated, to the heirs at law of said deceased, $2,100 for certain houses belonging to them, which were destroyed by the enemy in the late war with Great Britain.

P. 660.

July 1, 1836.—Legal representatives of Michael Fenwick, deceased.

That the Secretary of the Treasury pay to the legal representatives of said Fenwick, out of any money not otherwise appropriated, the sum of $5,000, the value of a dwelling-house occupied by the United States troops during the late war with Great Britain, and destroyed by the enemy when so occupied, and in consequence thereof.

And, second, that the Third Auditor of the Treasury decide, on the testimony that the said legal representatives may produce, as to the occupation of other buildings of said Fenwick by the troops of the United States during said war, by order of an officer for military purposes, and as to the destruction of said buildings by the enemy when so occupied, and in consequence thereof, and as to the value of said buildings; and the sum awarded by said Third Auditor, the Secretary of the Treasury is directed to pay to said legal representatives out of any money not otherwise appropriated. P. 661–662.

July 2, 1836.—William P. Rathbone.

The Secretary of the Treasury authorized to settle the accounts of said Rathbone, late a district paymaster in the army of the United States. Also, his accounts as an army contractor, upon principles of justice and equity; and that the balance, if any, which may be found due to him to be paid out of any money in the Treasury not otherwise appropriated.

P. 663, 664.

July 2, 1836.—The legal representatives of David Caldwell, deceased.

The proper accounting officers of the Treasury authorized and required to settle the accounts of the legal representatives of David Caldwell, deceased, late clerk of the circuit court of the United States,

for the eastern district of Pennsylvania, for fees and allowances certified by said court to be due to the said Caldwell, for official services to the United States, and to pay, or cause to be paid to them, out of any moneys in the Treasury not otherwise appropriated, the sum of $4,496.38, with interest thereon, after the rate of six per centum per annum, from November 25, 1830, till paid. P. 664.

July 2, 1836.—William B. Stokes, Richard C. Stockton, Lucius W. Stockton and Daniel Moore.

The Solicitor of the Treasury authorized and directed *to settle and adjust* the claims of above-named parties, for extra services performed by them as contractors for carrying the mail under and by virtue of certain contracts therefor, by them alleged to have been made and entered into with them by William T. Barry, late Postmaster General of the United States, and for this purpose to *inquire into and determine* the equity of the claims of them, or any of them, for or on any account of any contract, or additional contract, with the said Postmaster General on which their pay may have been suspended by the present Postmaster General, *and to make them such allowances therefor as, upon a full examination of all the evidence, may seem right, according to the principles of equity*; and that the Postmaster General be, and he is hereby directed to *credit such mail contractors with whatever sum or sums of money, if any, the said Solicitor shall so decide to be due to them for and on account of any such service or contract.* And the said Solicitor is hereby authorized to take testimony, if he shall judge it to be necessary to do so, and *that he report to Congress at its next session, the law and the facts upon which his decision has been founded.*

As to the provisions prohibiting the Solicitor from making allowances to said parties in sending specified cases, see the act of July 2, 1836, chapter 284.

P. 665–666.

July 2, 1836.—Legal representatives of Nathaniel Canada.

The proper accounting officers of the Treasury authorized to ascertain the actual damage sustained

by said Canada for the burning of his toll-house and bridge, in the year 1814, by the British, whilst said toll-house and bridge were occupied by the troops of the United States. That the amount, when so ascertained, be paid to the legal representatives of the said Canada, out of any money in the Treasury not otherwise appropriated. P. 669.

July 2, 1836.—The legal representatives and sureties of James Brobson.

The Solicitor of the Treasury authorized to settle the accounts of James Brobson, and allow such credits as shall be satisfactorily proven to be due in equity and justice. And if the sum so allowed shall be equal to the debt due for said Brobson, the suit now pending against his sureties shall be dismissed at the cost of said sureties, but if less than the debt be allowed, whatever that sum is, shall be credited on said debt. P. 671.

July 2, 1836.—Don Carlos Dehault Delassus.

That there be paid to said party, out of any money in the Treasury not otherwise appropriated, interest at the rate of six per centum per annum, on the sum of $1,333, that being the amount allowed him under the act of July 14, 1832, ch. 256, for his relief, on account of moneys taken from him on the 23d September, 1810; the said interest to be allowed from the said 23d of September, 1810, to the 14th day of July, 1832. Pp. 672, 673.

July 2, 1836.—Charles J. Catlett.

The proper accounting officers of the Treasury Department authorized and directed to settle, upon the principles of the acts of Congress of April 9, 1816, ch. 40, and of March 3, 1817, ch. 110, the claim of said Catlett, for tobacco which belonged to him, and which was lost, captured, or destroyed by the British or American troops during the war between the two countries, which said allowance shall be carried to the credit of the said Catlett on the books of the Treasury. Pp. 672, 674.

July 2, 1836.—The legal representatives of the late Theodore W. Maurice.

The Secretary of the Treasury authorized to settle the accounts of said Maurice, upon the principles of equity and justice; and that any balance which may be found due be paid out of any money in the Treasury not otherwise appropriated. P. 674.

July 2, 1836.—The legal representatives of George Hurlbut, deceased.

The proper accounting officers of the Treasury ascertain the amount that would have been payable on four final settlement certificates, issued on 12th March, 1784, in the name of said Hurlbut, and afterwards recalled and cancelled. And after deducting from the amount so ascertained, the sum paid to the legal representatives of said Hurlbut, under the act of June 30, 1834, ch. 214, for their relief, the balance be paid to said legal representatives, out of any money in the Treasury not otherwise appropriated. P. 674.

July 2, 1836.—James T. Sothoron.

The Third Auditor of the Treasury authorized and directed to ascertain the amount of loss sustained by said Sothoron, on account of the damage to and the destruction of his buildings by the enemy during the late war, in consequence of the military occupation of said buildings by troops in the service of the United States; and that the amount thereof, when so ascertained, be paid to him, out of any money in the Treasury not otherwise appropriated. P. 675.

July 2, 1836.—Walter Loomis and Abel Gay.

The Secretary of the Treasury authorized to settle, upon principles of equity, the accounts of the above-named parties, so far as they are the original contractors for making the Cumberland road, and to pay any balance that may be found due, out of any money in the Treasury not otherwise appropriated, provided that said balance shall not exceed $41.71. P. 679.

July 2, 1836.—Mary O'Sullivan.

The Secretary of the Treasury authorized and di-

rected to cause the claim of Mary O'Sullivan, widow and executrix of John O'Sullivan, deceased, to be examined by the proper accounting officers of the Treasury; and that there be allowed and paid to the said Mary, out of any money in the Treasury not otherwise appropriated, the amount of actual loss which may be shown, to the satisfaction of the said Secretary, to have been sustained by the said John O'Sullivan in the year 1823. P. 679.

July 2, 1836.—James Thomas.

The proper accounting officers of the Treasury Department authorized and directed to adjust and settle the accounts between the United States and said Thomas, upon principles of equity and justice; and that, in the settlement of his accounts as contractor, the said accounting officers be required to recognize the judicial decision of the district court of the United States for the southern district of New York as settling the true construction of the contract, and the relative rights of the parties under the same, and if, upon such settlement, there shall appear to be a balance due to the said Thomas, that the same be be paid out of any money in the Treasury not otherwise appropriated. P. 679–680.

July 4, 1836.—Frederick C. DeKrafft.

The proper accounting officers of the Treasury directed to audit and settle the account of the said DeKrafft as United States surveyor of the city of Washington, and that he be allowed the same annual rate of compensation as was allowed to his immediate predecessor in office, together with such allowance for office rent and other contingencies as had been usual and customary, or as shall to the accounting officers seem just and proper; and that after deducting from the amount such sums as may have been paid to him for services rendered in his official capacity, the balance, if any, be paid to the said DeKrafft out of any money in the Treasury not otherwise appropriated. P. 683.

March 3, 1837.—William Christy.

That the Third Auditor of the Treasury ascertain

the amount due to said Christy as military storekeeper; and, when so ascertained, that he report the same to the Solicitor of the Treasury, who is directed to cause the same to be credited on the principal of a judgment recovered in favor of the United States against said Christy in the district court of Louisiana, December term, 1827.

The Secretary of the Treasury authorized to arrange with said Christy for the payment of the balance of the principal of said judgment and costs, at any time within five years, by instalments, which, being paid according to the stipulations between the parties, the said Secretary is authorized to discharge said judgment. P. 692.

March 3, 1837.—George F. Strother.

The proper accounting officers of the Treasury authorized and empowered to settle the accounts of said Strother, late receiver of public moneys at Saint Louis, Missouri, according to the principles of justice and equity. P. 699.

March 3, 1837.—Orange H. Dibble.

That the claims of said Dibble for labor, materials, and all other expenses incurred, and losses sustained by him in making preparations to execute his contract for the construction of a bridge across the Potomac, and which have not heretofore been settled and paid, be examined and ascertained by the Secretary of the Treasury, as nearly as the same can be done, and *be laid before Congress at its next session for examination.* And the Secretary of the Treasury is hereby directed to apply, in part payment of the same, the unexpected balance of the appropriation made for said purpose by the act of June 30, 1834, ch. 155; provided the said Secretary is not authorized to make any allowance to the said Dibble for the purchase of stone or stone quarries, nor any further sum for his personal expenses. P. 700.

April 6, 1838.—William R. Taylor, administrator of Jonathan Taylor.

The Secretary of the Treasury directed to settle the claim of William R. Taylor, administrator of

Jonathan Taylor, deceased, *for interest* on a liquidated demand in favor of the said Jonathan and James Morrison, and Charles Wilkins, lessees, &c., upon the same principles that the interest of the said demand was settled with the legal representatives of James Morrison, deceased, under the act of May 1, 1834, ch. 35; and that the proportion of interest ascertained to be due to the said administrator, be paid out of any money in the Treasury not otherwise appropriated. P. 711.

April 6, 1838.—Doctor David H. Maxwell.

That the proper accounting officers of the Treasury settle the claim of Doctor Maxwell for services as Surgeon for United States infantry, &c., &c., from the 13th of April, 1813, until the 16th of March, 1814, inclusive; and also his claim for medicines furnished at his own cost; also any damages he may have sustained by injury to his surgical instruments when in said service, and allow him the same pay and emoluments he would have been entitled to had he been regularly commissioned, &c., &c. And that the money so found to be his due, to be paid to him out of any money in the Treasury not otherwise appropriated. P. 711.

April 20, 1838.—Alexander C. Morgan.

That the accounting officers of the Treasury settle the claim of Alexander C. Morgan for military services performed as First Lieutenant in a company of mounted volunteers in an Indian campaign, and as extra aid-de-camp to General Brady, and to allow him the same pay and emoluments he would have been entitled to if his appointments in said offices had been regular. P. 713.

April 20, 1838.—Christopher Clark.

That the Secretary of War liquidate the claims of said Clark, now presented against the United States, for provisions furnished recruits and troops in the service of the United States during the late war, and for money expended in hiring boats and for other necessary purposes, and that the amount so found

due be paid out of any money in the Treasury not otherwise appropriated. P. 716.

May 21, 1838.—Hard & Longstreet.

The Postmaster General directed to settle with Hard & Longstreet for carrying the mail over the direct route from Charleston, South Carolina, to Augusta, Georgia, from the 2d of November, 1824, to December 31, 1826, and to allow them therefor what they are entitled to receive, upon principles of equity and justice, and the amount so found due shall be paid out of the revenue of the Post Office Department. P. 716.

June 7, 1838.—William Tharp.

The Secretary of War authorized and required to examine the claim of William Tharp to the reimbursement of a fee, alleged by said Tharp to have been paid by him to an attorney to defend a suit against him, instituted about 1808 in the superior court at New Orleans, to recover from said Tharp, as endorser, a draft for $1,116.92, drawn by Lieutenant Reed on the Secretary of War, and protested, and whatever sum the Secretary shall ascertain to have been so paid, he shall cause to be paid to said Tharp out of any money in the Treasury not otherwise appropriated. Pp. 717–718.

January 7, 1838.—John P. Austin and Edward N. Tailer.

That the Secretary of War shall examine the claim of Austin and Tailer for damages they allege they sustained in the execution of a contract entered into by them in 1832, for the delivery of stone in the harbor of Charleston, South Carolina; that he procure such further testimony as to him may appear necessary; that he adjust and settle said claim, allowing them such sum as may be justly their due, and that he certify such sum as he shall so find to be due to the Secretary of the Treasury, and that the Secretary of the Treasury pay, out of any unappropriated money, to the said Austin and Tailer, such sum as the Secretary of War may certify to him to be due to them, the said Ausin and Tailer. P. 718.

June 12, 1838.—John Spitfathom.

The proper accounting officer of the Treasury are required to settle and adjust the account of John Spitfathom, and allow him five years' full pay as an ensign of infantry of the Revolutionary army in the Virginia line, *without interest*, which five years' full pay is the commutation of his half-pay for life, to be paid out of any moneys in the Treasury not otherwise appropriated. P. 718.

June 28, 1838.—Anthony Shane and Louis Godfrey.

That the Commissioners of the General Land Office ascertain the quantity of land contained in Section 16, township four south, range two east, in Lima district, Ohio, and the quantity covered by each grant made by the United States to Anthony Shane, and to Louis Godfrey in said section; and that he cause the land so granted to be appraised by two judicious and disinterested freeholders, under oath, without regard to the improvements made thereon, *and that he make report of the proceedings here directed to Congress as soon as the same shall be had.*

P. 726.

July 7, 1838.—Richard Harrison.

The proper accounting officers of the Treasury Department are directed to audit and settle, according to the resolutions of Congress, of the third of June, 1784, for the settlement of public accounts, the accounts of Richard Harrison, formerly Consular Agent of the United States at Cadiz, Spain, and to allow him *the interest* on the money advanced, under agreement with the Minister of the United States in Spain, for the relief of destitute and distressed American seamen, and for their passage to the United States, from the time the advances respectively were made to the time at which said advances were reimbursed, and for other expenses specified. And the sum found due shall be paid out of any money in the Treasury not otherwise appropriated. P. 734–735.

February 6, 1839.—Heirs of John Brahan.

The Secretary of the Treasury of the United States

authorized and directed to settle and adjust the accounts of the said John Brahan, late a receiver of public moneys, &c., so as to release his estate from the payment of interest on account of the debt which the said Brahan owed to the Government of the United States as receiver as aforesaid, and such part as may have been secured to be paid by others, shall be relinquished by the said Secretary with the securities thereof, to the heirs of said Brahan. Provided, that nothing herein contained shall be construed to authorize the refunding from the Treasury, to the estate or the heirs of said Brahan, of any amount which may hereafter have been received or collected by the United States on account of said debt or interest thereon. P. 746.

March 2, 1839.—Heirs of Jesse Copeland.

The proper accounting officers authorized to adjust and settle, according to the principles of justice and equity, the claims of the heirs of Jesse Copeland, late a captain in the army of the United States; and if any balance shall be found due to said heirs from the United States, the Secretary of the Treasury is hereby authorized to pay the same to them out of any money in the Treasury not otherwise appropriated. P. 754.

March 2, 1839.—Joseph M. Hernandez.

The proper accounting officers of the Treasury authorized to examine and adjust all claims of Joseph Henandez, for sundry matters set forth in the first section of this act. The second section states, that in adjusting said claims the accounting officers shall be governed by such rules with regard to the species and degree of evidence to be adduced in proof of the fact of taking or impressing the property, the value thereof, or compensation for the use of the same, and the use, removal, or destruction of the buildings, and the manner in which such evidence shall be taken and authenticated, as shall be prescribed by the Secretary of War, with the assent of the President of the United States; that whenever a difference of opinion shall arise between the accounting officers as to the extent of the allowance to be made on any claim under

this act, the case shall be referred to the Secretary of War whose decision shall be conclusive. That the claims allowed under this act be paid out of any money in the Treasury not otherwise appropriated.
P. 757–758.

March 3, 1839.—Legal representatives of Major Woodson.

The proper accounting officers of the Treasury authorized and required to settle and adjust the account of the legal representatives of Major Tarlton Woodson, and to pay the balance of the account of said Woodson which was found due on the 10th February, 1791; and that the same be paid out of any money in the Treasury not otherwise appropriated.
P. 762.

March 3, 1839.—William Grozer.

The Secretary of the Treasury authorized and empowered to pay to William Grozer, late master of the schooner Warwick, such portion of the proceeds of the cargo of said schooner as he may show himself entitled to as owner thereof, not exceeding five-eighths of the same, provided that such payment does not exceed the amount actually paid into the Treasury as the property of said Grozer; to be paid out of any money in the Treasury not otherwise appropriated.
P. 771.

March 3, 1839.—Benjamin Hewitt.

The Secretary of the Navy authorized to examine and decide upon the claim of Benjamin Hewitt agreeably to the resolution of the 10th of February, 1832, empowering the Secretary of the Navy to settle certain contracts and relinquish certain forfeitures, and to extend to him the full benefit of said resolution if he finds and adjudges his case to be within the principle thereof.
P. 772.

March 3, 1839.—Chauncey Calhoon.

The Secretary of the Treasury directed to audit and settle the claim of Chauncey Calhoon for $305.53, upon the principles adopted in the act of Congress of June 14, 1836, (ch. 91,) the said claim being for a due-bill for that amount given by Thomas Tupper,

late assistant deputy quartermaster general, to said Calhoon, for a balance due him for work and materials furnished for the Madison barracks, at Sackett's Harbor, in the year 1816. P. 775.

March 3, 1839.—Jamison and Williamson.

The Postmaster General authorized to settle the account of Jamison & Williamson, and pay them such sum, out of the funds of the Post Office Department, as in equity and justice they ought to receive for the increased quantity of mail matter thrown upon their mail route in consequence of hostilities with the Creek Indians; and the sum so ascertained to be due is hereby appropriated for the object aforesaid.

P. 792.

March 3, 1839.—Woodburne Potter.

That the Secretary of War adjust the claim of Woodburne Potter for services as a clerk to General Gaines, and to allow him therefor such reasonable compensation as he is entitled to, not, however, to exceed the amount heretofore certified by General Gaines, and paid by disbursing officers, but disallowed by accounting officers, and charged to the account of General Gaines; that said allowance be carried to the credit of General Gaines on his account, if said debt shall stand against him; but if that shall have been paid by the said Potter, then the amount so allowed shall be paid to said Potter out of any money in the Treasury not otherwise appropriated.

Pp. 793, 794.

May 2, 1840.—Richard Booker and others.

That the Secretary of War settle the claim for clothing of Richard Booker, and those composing the company under his command; and that he allow said company so much as is due under the acts of February 6 and July 6, 1812, for clothing, and that the allowance so made to each member be paid to him, or, if dead, to his legal representatives, out of any money in the Treasury not otherwise appropriated.

P. 799.

June 19, 1840.—General Duncan L. Clinch.

The Secretary of War required to adjust all claims of General Clinch for the corn and sugar-cane consumed or destroyed by the troops of the United States, commanded by General Call, in the year 1836, during the time said troops were in possession of his plantation; and that the amount, when ascertained, shall be paid by the Secretary of the Treasury out of any money in the Treasury not otherwise appropiated. P. 801.

July 20, 1840.—Workmen upon the public buildings.

The Commissioners appointed by the President of the United States to superintend the work in the construction of the new Treasury building and Patent Office building, authorized to examine the claims of the stone-cutters and other workmen to indemnity for the loss of their time during the suspension of work upon said buildings in consequence of the want of the necessary means to carry on said work; and that the said Commissioners allow to such of said workmen, respectively, as were suspended from labor under the assurance that upon an appropriation being made for said work their labor would again be required by the Government, such reasonable indemnity for loss of wages during the suspension of the work, as, under the circumstances of their respective cases, justice and equity may require, not exceeding, however, in any case, the average rate of the earnings of said workmen in the employment of the Government for a like preceding period of time. P. 817.

March 2, 1841.—William P. Rathbone.

The Secretary of the Treasury authorized to settle the accounts of William P. Rathbone, late a district paymaster in the army of the United States; also his accounts as army contractor under certain contracts specified in this law, and the balance, if any, which may be found due to the said William P. Rathbone, be paid out of any money in the Treasury not otherwise appropriated. P. 821.

April 14, 1842.—James H. Relfe.

The accounting officers of the Treasury Department

directed to audit and settle the account of James H. Relfe, United States marshal for the district of Missouri, for expenses incurred by him in the execution of an order of the 20th of March, 1839, from the War Department. And the Secretary of the Treasury is directed to pay to the said Relfe the amount which shall be found due him for such expenses out of any money in the Treasury not otherwise appropriated, not exceeding in amount two hundred dollars. Pp. 827–828.

May 10, 1842.—Legal representatives of Aaron Vail.

The proper accounting officers of the Treasury Department authorized and directed to revise, adjust and settle the accounts of Aaron Vail, late Consul at L'Orient, upon the principles of equity and justice. Provided, that in no event the amount allowed to said Vail shall exceed the balance now claimed by the Government against him. P. 828.

July 27, 1842.—Ingoldsby W. Crawford and Samuel Phillips.

The proper accounting officers of the Treasury authorized and directed to examine and settle, upon the principles of equity and justice, the claims of said Crawford, late collector of the customs for the district of New London, and of the said Phillips, late collector of the customs for the district of Newburyport, for services rendered and actual expenses incurred by them in superintending the erection of a custom house and public store in their districts respectively. And the Secretary of the Treasury is authorized and directed to pay out of any money in the Treasury not otherwise appropriated, the sums found due to the aforesaid officers respectively, on said settlement. Provided, that the sum paid to each shall not exceed the amount claimed by him to be due for his said services and expenses in his accounts rendered to the Treasury Department, nor shall the sum paid exceed one thousand dollars to each. P. 843.

August 1, 1842.—John P. Hickman's administrator.

The Secretary of the Treasury authorized to audit

and settle the accounts of John P. Hickman, deceased, late a paymaster in the Tennessee volunteers, engaged in the service of the United States; and to credit the estate of said Hickman for all moneys which shall appear, upon satisfactory proof, to have been actually expended by said Hickman for the use and benefit of the United States, for any purpose authorized by law. P. 848.

August 9, 1842.—David M. Hughes, Charles Shipman, and John Henderson.

The Secretary of the Treasury, authorized and directed to make an inquiry into, and cause an estimate to be made of the damage incurred by said Hughes, Shipman and Henderson, by reason of injuries committed by a party of emigrating Creek Indians, under the command of an officer of the United States, on lands owned by them in Mississippi, in the summer of 1837, and pay the amount thereof, when ascertained, to the said parties, or their legal representatives, out of any money in the Treasury not otherwise appropriated. And said Secretary shall cause said estimate to be made only for all trees taken by said Indians for their necessary use, at the intrinsic value of the same on the spot, and at the time they were so taken. P. 849–850.

August 11, 1842.—Alexander Hammett.

The proper accounting officers of the Treasury, authorized and required to settle the accounts of Alexander Hammett, consul of the United States at Naples, under the direction of the Secretary of State, and that he allow to the said Hammett a compensation at the rate of $2,000 per annum for such time as it shall appear that he was engaged as an informal agent of claims in behalf of citizens of the United States, and this allowance, in full satisfaction of all claims of said Hammett, be paid him out of any money in the Treasury not otherwise appropriated. P. 850.

August 11, 1842.—Marston G. Clark.

The Secretary of the Treasury, directed to settle

the account of Marston G. Clark, late agent of the Kansas Indians, upon principles of justice and equity, and to allow him for certain losses specified in the law; and upon such accounting the Secretary of the Treasury directed to pay to the said Clark, or his legal representatives, the amount that may be found due to him, upon the principles aforesaid, out of any money in the Treasury not otherwise appropriated. Provided the amount shall not exceed $302.50.

P. 852.

August 11, 1842.—The heirs of Francis Newman.

The Secretary of the Treasury authorized and directed to settle and adjust the accounts of Francis Newman, late collector of internal revenue and direct taxes for the sixth collection district of Maryland, so as to release his estate from the payment of interest on account of the debt which said Newman owed the United States, as collector; provided that nothing herein contained shall authorize the refunding to said estate any amount which may heretofore have been received or collected of said Newman, or his legal representatives, on account of said debt or interest thereon. P. 852–853.

August 16, 1842.—Joseph F. Caldwell.

The Auditor of the Post Office Department directed to audit and settle the accounts of J. F. Caldwell for carrying the mails under his contract with the Department, dated in October, 1830; and under his contract, dated November 20, 1832; and that in such settlement he allow to said Caldwell the rate of compensation stipulated for in his contracts with the Department for carrying the mail over the contracted routes during the time specified, if, in the opinion of the Attorney General of the United States (which opinion the said Auditor shall first require of the Attorney General) the Postmaster General had not the right under the terms of these contracts, to make the alterations in the mode of transporting said mails, which were ordered by the Department on the 14th November, 1833; and the proper officers shall thereupon pay to the said Caldwell whatever sum shall,

upon the settlement of his accounts, appear to be justly due him, out of any money in the Treasury not otherwise appropriated. P. 861–862.

August 23, 1842.—The Springfield Manufacturing Company.

The Secretary of the Treasury authorized and directed to adjust and settle the account of the said company, on a contract made with Roswell Lee, while acting superintendent of the United States armory at Harper's Ferry, dated April 6, 1827, allowing interest on said account, according to the terms of said contract, and cause the balance which may be found to be paid to the said company out of any money remaining in the Treasury not otherwise appropriated. P. 863.

August 23, 1842.—Charles F. Sibbald.

The Auditor of the Treasury, under the direction of the Attorney General, directed to ascertain the actual damages which Charles F. Sibbald has sustained and would be entitled to recover upon the principles of law as applicable to similar cases, by reason of the interference of any agent, or agents, of the United States acting under their authority, with the use, possession or enjoyment of his lands, timber, mills, or other property in East Florida, from 1828, to February 7, 1836, at which time the title to said property was confirmed to the said Sibbald by the Supreme Court of the United States. And that the Secretary of the Treasury, after the said damages shall have been ascertained in the manner aforesaid, in case any sum shall be found due to said Sibbald, shall pay the same to him out of any money in the Treasury not otherwise appropriated. P. 864.

August 26, 1842.—Samuel R. Slaymaker.

The Postmaster General directed to settle with and pay to Samuel R. Slaymaker, for carrying the mail from Lancaster to Philadelphia, during the winters of 1833 and 1834, and 1834 and 1835, at the same rate that he was paid for carrying the same mail from York to Philadelphia, during the winters of 1831 and 1832, and 1832 and 1833. P. 867–868.

August 29, 1842.—William Polk.

The Secretary of War authorized and directed to audit and adjust the account of William Polk, for supplies furnished to the Indiana militia while in the actual service of the United States in 1836. And that the said Secretary shall pay to said Polk whatsoever over-balance may be found due to him. Provided, that the sum shall not exceed $119.50.

P. 873.

August 29, 1842.—Henry Daniel and Thomas Triplett, Jr.

The Solicitor of the Treasury authorized and empowered to settle, adjust, and compromise the claims which the United States have against Thomas Triplett, jr., deceased, and Henry Daniel, both now, or late of Kentucky, and for which suits have been brought against the executors and heirs of the said Triplett, and the said Daniel respectively, which are now pending in the circuit and district courts of the United States for the district of Kentucky. P. 874.

August 30, 1842.—Legal representatives of William D. Cheever.

The Secretary of the Treasury authorized to cause the account of the legal representatives of William D. Cheever, deceased, for losses sustained on Treasury notes paid to or deposited with him, by the Secretary of War, on a contract for the supply of provisions for the army of the United States in the years 1814 and 1815, to be examined and audited by the proper accounting officers of the Treasury; that he also inquire upon what grounds the claim of said Cheever for said losses on Treasury notes was rejected by the Secretary of War, to whom it was presented for settlement, whether such rejection was acquiesced in, if not, why there has been such delay in the prosecution of the claim, and whether in his opinion the representatives of said Cheever have now a valid claim against the United States, and that he report his proceedings thereon to Congress at as early a day as is practicable. Provided, that in the settlement of the said accounts no loss upon Treasury notes paid

the said Cheever before the 25th of October, 1814, or after the 17th of June, 1815, shall be credited.
P. 875.

August 31, 1842.—Certain companies of Missouri volunteers commanded by Captains Stevenson and Allen.

The Secretary of War directed to cause to be audited and settled the accounts of Captains Allen and Stevenson's companies of mounted Missouri volunteers, said companies having been regularly called out and mustered into service by competent authority, and that the amounts found to be due for provisions, transportation and pay, be paid out of any money in the Treasury not otherwise appropriated.
P. 875.

April 14, 1842.—George Whitman.

The Postmaster General directed to examine the accounts of George Whitman, late a contractor on the mail route from Mobile to New Orleans, and to make such allowances to the said Whitman, as he would have been entitled to on a full hearing of all the circumstances of his case upon an original examination thereof.
P. 876.

August 31, 1842.—Patton Pilcher and Company.

The Postmaster General directed to allow Patton Pilcher and Company, contractors on mail route No. 3,718, from Mobile to New Orleans, the amount which, in his discretion, he may deem just and equitable, not exceeding the amount they would have received if they had performed the service, the said contractors having been prevented from carrying the mail for twenty-three days by the interference of the postmaster at New Orleans.
P. 877.

February 24, 1843.—Michigan militia companies.

The proper accounting officers of the Treasury authorized and required to audit and settle the accounts of four companies of the Michigan militia, which were ordered into service by the Governor of that State, on the requisition of the United States marshal, for the maintenance of the laws of the

United States, and that the amount found due be paid to them out of any money in the Treasury not otherwise appropriated.

SEC. 2. The said accounting officers also authorized and required to audit and settle the claims of the Brady Guards, a volunteer company of Detroit, for services rendered by them in maintaining the laws of the United States; in protecting the public property during the disturbances in the year 1838, on the frontiers of Canada; and that the amount found due be paid to them. P. 885.

March 1, 1843.—Robert G. Ford.

That the Secretary of the Treasury cause to be audited, settled, and paid by the proper officers of his Department, to Robert G. Ford, the amount of the accounts in his favor, and in favor of Robert Williams, for provender furnished General Nelson's brigade of mounted volunteer militia, in the service of the United States, in the year 1837, out of any money in the Treasury not otherwise appropriated, under the same rules and on the same terms as if the original accounts and duplicates were produced; provided the claimant give security to the United States indemnifying them against loss arising from the production of the original papers, should they ever be found, before receiving the money authorized to be paid by this act. P. 888.

March 3, 1843.—Samuel Weller.

The accounting officers of the Treasury Department directed and required to ascertain the quantity of timber and other materials delivered by Samuel Weller, after 20th March, 1839, for the construction of a breakwater at the harbor of Plattsburg, New York, under certain agreements made with the superintendent for the construction of said breakwater, in the summer or fall of 1838, and of the 8th of February, 1839; and when the quantity is so ascertained of the size and quality described in said contracts, that the Secretary of the Treasury be, and he is hereby, authorized and directed to pay to the said Samuel Weller the prices stipulated in said con-

tracts for the same, out of any money in the Treasury not otherwise appropriated. P. 898.

Mar 3, 1843.—Garret Vleit.

The Commissioner of the General Land Office directed to audit the account of Garret Vleit for surveying done in laying out certain towns in the Territory of Wisconsin, mentioned in an act passed on the 2d day of July, 1836, and in an act passed on the 3d day of March, 1837, in relation to surveying said towns; and that he allow said Vleit such portion of the price agreed on for the whole work, as the work performed by him, accepted, used, and approved by the proper department, bears to the whole work to complete said surveys as fixed in the contract signed by R. T. Lytle, Surveyor General, and the said Vleit, on the 16th day of March, 1837; and that said Commissioner, in settling said account, deduct the amount already paid to Vleit, and that the balance be paid to him out of the moneys appropriated to the making of said surveys by the act first mentioned; and so much of the money appropriated for said surveys, by the act first mentioned, as shall be necessary to pay the balance so found to be due to said Vleit, is hereby reappropriated out of any money in the Treasury not otherwise appropriated. P. 903.

March 3, 1843.—Asahel Lee, Henry Lee, and Lemuel Lee.

The Secretary of the Treasury authorized to audit and settle the amount due to said Lees on a contract entered into by them on the 10th day of August, 1837, with Captain C. A. Ogden, acting on behalf of the United States, by which they agreed to erect a bridge across the Kaskaskia river and construct a certain part of the Cumberland road, Illinois, and that he pay said amount, when ascertained, out of any moneys in the Treasury not otherwise appropriated. P. 907.

May 31, 1844—Adam L. Mills.

The Postmaster General authorized and required to cause to be audited and paid to Adam L. Mills the additional amount which may be found due him under a contract for carrying the mail from Vandalia

same routes; and that the said Auditor deduct from said account any sum which may have been paid to said Walker, Kinkle & Caruthers on account of the service so rendered between the above-stated periods; and that the Postmaster General pay, or cause to be paid to them, the balance, if any. P. 937.

March 3, 1845.—Dunnery R. McNair.

The Postmaster General required to cause to be audited and paid out of any money in the Treasury appropriated to the Post Office Department, to Dunnery R. McNair, former mail contractor on Route No. 1,115, from Bedford to Washington, Pennsylvania, at the rate of $11,550, from the time it shall be found the great western mail from Philadelphia to Wheeling, Va., was put upon said route, until the same was restored to the original route *via* Baltimore and National Road to Wheeling, under contract made with Stockton & Stokes, on the 3d of June, 1837, deducting therefrom the amount heretofore paid the said McNair under his conditional and privileged bid of carrying passengers. P. 938.

March 3, 1845.—John H. McIntosh.

SEC. 1. The Secretary of the Treasury directed to pay to John McIntosh the sum of $9,950, out of any money in the Treasury not otherwise appropriated, being the value of certain of his property destroyed by a military officer of the United States under due authority.

SEC. 2. That the Secretary of War shall cause to be ascertained the quantity and value of the cotton destroyed on the same occasion, by order of the commanding officer; and that the Secretary of the Treasury shall pay, out of any money not otherwise appropriated, the sum certified by the Secretary of War for the same, not exceeding the sum of $4,331.25.

March 1, 1845.—Mary W. Thompson.

The Secretary of War authorized and directed to cause to be audited and settled the accounts of Mrs. Mary W. Thompson, for all services which shall appear to have been rendered by her husband, the late Lieutenant Colonel A. R. Thompson, of the United

States army, for the Government, and to allow her therefor the same rate of pay and emoluments as may have been heretofore allowed to any other officer of the line or staff of the army or agent who may have rendered services of the same grade, character, or denomination; and the amount so found due shall be paid out of any money in the Treasury not otherwise appropriated to the said Mrs. Thompson; provided *that any money which may have heretofore been received on account of said services shall be credited the Government.*

P. 942.

Abstracts of Private Acts from United States Statutes at Large, Vols. 9 to 18, inclusive.

July 15, 1846.—John E. Holland.

Secretary of Treasury to audit and settle account of, as clerk on board Vandalia, &c., to pay.

9 Stat., 654.

July 29, 1846.—Abraham B. Fannin.

Secretary of Treasury to settle upon principles of justice and equity accounts of and credit.

9 Stat., 657.

July 29, 1846.—Amos Kendall.

Auditor and Comptroller to settle account of, for expenses of defending suit of Stockton & Stokes, see 3 How. 9 Stat., 657.

August 10, 1846.—Abraham Horbach.

Secretary Treasury to pay to, $5,000 and interest from January 1, 1836. Draft drawn by Reeside, mail contractor, and accepted by Treasurer of Post Office Department. 9 Stat., 677.

August 10, 1846.—James Irwin & Daniel Greathouse.

Secretary of War to investigate, audit, and allow for losses on Indian contracts, and to pay amounts.

9 Stat., 678.

August 10, 1846.—John Jones and others.

Secretary of the Treasury to ascertain damages

sustain by storm and overflow of their work as contractors at Peapatch Island, and extra work, &c.
9 Stat., 678.

May 29, 1846.—Peter Gorman.

Secretary of Treasury cause to be audited and settled account of, for work at Congressional burial ground, and pay. 9 Stat., 680.

July 21, 1846.—Lewis DeRussey.

Accounting officer to settle his accounts for funds lost without fault by sinking of steamboat.
9 Stat., 680.

August 4, 1846.—Putney & Riddle.

Secretary Treasury to cause accounts to be re-examined, and if United States failed to fulfill their contract to restate account on principles of justice and equity, and pay balance. 9 Stat., 681.

August 6, 1846.—Seth M. Leavenworth.

Postmaster General to inquire into and ascertain the amount of damages, if any, by reason of the transfer to John Orchard, &c., and to pay.
9 Stat., 681.

August 10, 1846.—Charles F. Sibbald.

Secretary of Treasury to audit and liquidate the claims of, on principles of equity and justice, and in such manner as to secure him indemnification for the injuries and damages sustained, &c. 9 Stat., 682.

February 20, 1847.—Joshua Shaw.

Secretary of War to examine claim of, for use of his invention of percussion caps, on principles of justice and equity, and allow and pay not exceeding $25,000. 9 Stat., 685.

March 2, 1847.—Hobson Johns.

Secretary of Navy to audit and adjust account of, and if satisfied of mistake, shall allow him such additional sum over contract as shall be just and equitable, and to pay amount. 9 Stat., 688.

March 3, 1847.—Simeon Spaulding's heirs.

To pay to, $760 with interest, for lost certificate.
9 Stat., 694.

March 3, 1847.—John Spencer.

Accounting officers to audit and settle accounts of, on principles of justice and equity, as receiver of public moneys at Fort Wayne, Indiana, and to pay.
9 Stat., 695.

March 3, 1847.—John Picket and others.

Solicitor of Treasury to examine, and ascertain what is due upon principles of justice and equity. *And report to Congress.*

March 3, 1847.—Clark Lillybridge.

Accounting officers to make a fair and equitable settlement of his account for services performed in Cherokee emigration. 9 Stat., 698.

March 3, 1847.—James Williams.

Accounting officers to settle accounts as marshal of D. C., and to credit amount on his account.
9 Stat., 699.

March 3, 1847.—W. P. S. Sauger & Geo. F. De La Roche.

Accounting officers to allow to, amounts paid for expenses under orders from the Navy Department as to certain surveys. 9 Stat., 702.

March 3, 1847.—Geo. B. Russell, *et al.*

Accounting officers to ascertain by competent and satisfactory proof, the amount of claims for supplies to Cherokees, and to be paid.
9 Stat., 704.

March 3, 1847.—Captain James Pennoyer.

Accounting officers of Treasury to make a full and accurate estimate of value of brig Porpoise, &c., and cargo, and to pay one-half to, as salvage.
9 Stat., 705.

February 18, 1847.—Alexander M. Cummings.

Auditor of Post Office Department to examine

and audit claims of, as contractor, and to pay the amount justly and legally due.
9 Stat., 707.

March 3, 1847.—William B. Stokes.

Postmaster General to pay such compensation as shall be established to be an adequate remuneration for an interruption of his contract by Indians, and by exclusion of passengers by Post Office Department. 9 Stat., 708.

March 3, 1847.—M. A. Price & E. A. White.

Postmaster General to cause accounts to be audited and settled at certain rate, and pay amount.
9 Stat., 708.

March 21, 1848.—John Paul Jones.

Accounts of, to be referred to Secretary of Treasury to adjust and pay their respective proportions out of certain prizes. 9 Stat., 711.

March 29, 1848.—Walter Loomis & Abel Gay.

Secretary of Treasury to settle accounts of, upon principles of equity, contractors on Cumberland Road.
9 Stat., 712.

May 9, 1848.—John Black.

To pay to, compensation of charge at Mexico, and such additional sum as the accounting may find due for extraordinary expenditures, &c., and to pay. 9 Stat., 714.

June 13, 1848.—Joseph Wilson.

To allow sum lost in bank, and also his reasonable expenses in prosecuting the claim, and credit amount in his accounts. 9 Stat., 717.

June 13, 1848.—Charles L. Dell.

Accounting officers to settle the claim of, under direction of Secretary of War, for compensation of services in Seminole war, and to allow such amount as shall appear to be just, and to pay. 9 Stat., 718.

June 24, 1848.—W. B. Slaughter.

Accounting officers to settle his accounts, as

Treasurer of Wisconsin, upon principles of justice and equity, and to pay. 9 Stat., 718.

June 28, 1848.—Joseph Nourse.

To settle accounts of, in conformity with award and decree of United States Court, and pay any balance due him. 9 Stat., 720.

July 5, 1848.—Stalker & Hill.

Secretary of Treasury to audit and adjust claim of, for steamboat sunk while in service of United States, &c., if he finds facts alleged to be true, and to deduct estimated cost of repairs. 9 Stat., 722.

July 25, 1848.—F. D. Newcomb.

Secretary of Treasury to make equitable settlement and compromise with securities of, as he shall deem advisable, &c. 9 Stat., 727.

August 5, 1848.—J. Throckmorton.

Secretary of War to audit and adjust the claim of, for damage by rescinding a certain transportation contract, and, upon adjustment, sum found due to be paid. 9 Stat., 730.

August 12, 1848.—B. Ogle Tayloe.

Claim of, referred to Solicitor of Treasury to ascertain condition of buildings rented from, and amount of damage sustained, Secretary of Treasury to pay amount so adjusted. 9 Stat., 736.

August 14, 1848.—Joseph De La Francia.

Secretary of State to examine according to principles of equity and justice claim of, for advances in Florida, and amount found justly due to be paid. 9 Stat., 736.

August 14, 1848.—Ward & Smith.

Secretary of the Navy to ascertain what sum should be allowed, for advances, for use of Navy Department in California, in 1847, and Secretary of Treasury to pay. 9 Stat., 737–8.

August 14, 1848.—Milledge Galphin, ex'r, &c.

Secretary of Treasury to examine and adjust claim

of, under treaty with Creek and Cherokee Indians in year 1773, and to pay amount, &c. 9 Stat., 739.

August 14, 1848.—John P. B. Gratiot and others.

Secretary of Treasury to ascertain facts about rent exacted for lead mines, &c., and to ascertain the state of accounts, and pay any balance. 9 Stat., 741.

August 14, 1848.—Col. Richard M. Johnson.

Secretary of War to receive proof and ascertain costs of buildings erected by, for use of Indian students at Choctaw Academy, and pay same to said Johnson, $10,000 appropriated for purpose.
9 Stat., 742.

June 26, 1848.—Solomon T. Corser.

Postmaster General to examine claim of, for carrying mail, and whether extra services were performed, and the amount due therefor, and pay the same.
9 Stat., 747.

January 8, 1849.—Reuben Perry & Thomas Ligon.

Secretary of Treasury to ascertain the cost of the stone cornice upon Branch Mint, and if he find that it was substituted by proper authority, and was beneficial to the building, shall pay for same.
9 Stat., 749.

February 1, 1849.—Henry Washington.

Accounting officers to settle and adjust the claims of, for damages by abrogation of contract, &c., and to pay sum found due. 9 Stat., 757.

February 1, 1849.—Thomas Douglass.

Accounting officers to audit and settle his accounts for defending certain suits, and allow him a just and reasonable compensation for his services, &c., and to pay amount. 9 Stat., 760.

February 10, 1849.—Fuller & Saltmarsh.

Auditor for Post Office Department to audit and settle accounts of, for certain mail service, and to cause to be paid them whatever sum shall appear to be justly due them. 9 Stat., 761.

March 2, 1849.—Thomas C. Sheldon.

Accounting officers to audit and settle accounts on principles of justice and equity, and to pay sum found due. 9 Stat., 769.

March 2, 1849.—Abraham Edwards.

Accounting officers to audit and settle on principles of justice and equity the accounts, and to pay sum fund due. 9 Stat., 769.

March 3, 1849.—George Center.

Secretary of War to ascertain by best evidence nature of case admits, value of buildings, &c., destroyed by commanding officer to prevent falling into the hands of enemy, and amount ascertained to be paid. 9 Stat., 777.

March 3, 1849.—James Moorhead.

Secretary of Treasury to ascertain amount of damage to, on account of suspension of a contract for erection of a dam in Ohio river; Secretary to take testimony on part of United States, and cross-examine claimant's witnesses. 9 Stat., 779.

March 3, 1849.—Dr. Adolphus Wislezenus.

Secretary of Treasury to ascertain what was the value of medicines furnished to Army of United States by, and pay such amount. 9 Stat., 780.

March 3, 1849.—Captain George R. Shoemaker.

Secretary of Treasury to ascertain what amount due under his contract for services, and pay. 9 Stat., 782.

March 3, 1849.—Daniel Robinson.

Secretary of Treasury to ascertain the amount of damages sustained by, in consequence of the violation of a contract on the part of United States, and to pay. 9 Stat., 783.

March 3, 1849.—James F. Sothoron.

Secretary of Treasury to ascertain the value of tobacco destroyed for, by British troops on account of buildings occupied by United States troops, and pay amount. 9 Stat., 787.

March 3, 1849.—Thomas Talbot and others.

Superintendent of Indian Affairs to ascertain by proof the number and value of houses, &c., taken by Indians, and report same to Secretary of War, who shall pay to parties, respectively, value of property so lost. 9 Stat., 789.

February 22, 1849.—Thomas M. Howe.

Accounting officers to settle and adjust accounts of, as pension agent at Pittsburg, according to principles of equity, and to admit the vouchers without regard to strict legal rules. 9 Stat., 792.

February 26, 1849.—William Speiden.

Accounting officers under direction of Secretary of Navy to settle the accounts of, as Purser, and to credit him with money and property lost by wreck of Peacock. 9 Stat., 793.

March 2, 1849.—Sureties of Robert T. Lytle.

Secretary of Treasury to make an equitable settlement with, *as he shall deem just*, and to credit amount. 9 Stat., 793.

March 3, 1849.—A. S. & A. W. Renson.

Secretary of Navy to adjust and settle upon principles of justice and equity, claims of, arising out of contracts with Navy Department for transportation of naval stores to California. 9 Stat., 793.

July 18, 1850.—William B. Crews.

Accounting officers to ascertain by the rolls and by proof, whether paid for all his services, and to pay any sum found due. 9 Stat., 798.

September 20, 1850.—Captain Nathan Adams.

Accounting officers to settle and adjust the account of, on principles of justice and equity, and admit credits as shall be proved to their satisfaction, sums expended in service of United States.

9 Stat., 804.

March 3, 1851.—American Colonization Society.

Secretary of Treasury to settle upon equitable prin-

ciples, the claim of, for support and maintenance in Liberia, of the Africans captured on board the barque Jones, and for supplies and medicine, and to pay amount. 9 Stat., 812.

February 27, 1851.—John D. Colmesneil, &c.

Auditor of Post Office Department to audit and adjust the account of, for mail transportation, and upon ascertaining amount of service actually rendered, shall pay what is found to be justly and equitably due. 9 Stat., 814.

March 3, 1861.—John D. Neufville & Son.

Secretary of Treasury to examine and adjust the accounts of, merchants of Amsterdam, and pay any balance which may be found due. 9 Stat., 814.

August 16, 1852.—For Monmouth B. Hunt.

To credit in adjustment of his accounts. 10 Stat., 735.

August 31, 1852.—Z. F. Johnson.

Accounting officers to *audit* for expenses, &c., and pay. 10 Stat., 737.

March 3, 1853.—Lewis Bates and William Lacon.

Accounting officers to *audit and allow* for losses, &c., and pay. 10 Stat., 763.

March 3, 1853.—Geo. Poindexter.

Quartermaster General to ascertain amount due for occupation of his property by United States troops and pay. 10 Stat., 765.

February 5, 1853.—William and Matthew Moss.

Postmaster General to adjust and settle account for carrying mail. 10 Stat., 769.

July 20, 1854.—Thomas K. Glenn.

Postmaster General account for carrying the mail, so as to correct mistake. 10 Stat., 788.

July 27, 1854.—John W. Kelly.

Postmaster General to have accounts audited and settled, and for damages, and to be paid when adadjusted. 10 Stat., 791.

July 27, 1854.—John S. Wilson.

Secretary of Treasury to pay $800, with interest, on account of eviction from land sold him. 10 Stat., 791.

July 27, 1854.—Charles Lee Jones.

Accounts for raising, &c., troops to be settled by Secretary of War, according to justice and equity, and pay. 10 Stat., 798.

July 27, 1854.—James Edwards and others.

Secretary of War to ascertain amount due for property destroyed, &c., and pay. 10 Stat., 801.

July 29, 1854.—Wm. H. Russell *et al.*

Secretary of War to *settle and adjust* claims for loss of cattle, &c., and to pay. 10 Stat., 802.

August 1, 1854.—Asa Andrews.

Accounting officers to *settle and adjust* accounts as collector, allow and pay. 10 Stat., 804.

August 1, 1854.—Capt. Chas. G. Merchant.

Accounting officers to *settle* account of, on just and equitable principles. 10 Stat., 808.

August 1, 1854.—Heirs of Col. A. G. Morgan.

Accounting officers to settle claims of, for raising troops, &c., and to pay. 10 Stat., 809.

August 3, 1854.—Daniel Steenrod.

Secretary of War to ascertain what is justly and equitably due to, and pay. 10 Stat., 814.

August 3, 1854.—Jonas P. Levy and others.

Accounting officers to examine, adjust and settle claims of, against Government of Mexico, rejected by Commissioners, &c., and pay. 10 Stat., 814.

August 3, 1854.—W. D. Porter.

Secretary of Navy to cause account to be *audited* for bringing Amin Bey to America, &c., and pay amount. 10 Stat., 814.

August 4, 1854.—Thomas Jordan.

Secretary of Treasury to audit and settle on principles of justice and equity. 10 Stat., 820.

July 27, 1854.—Juan C. Armijo and others.

Secretary of Territory of New Mexico to adjust and pay claims of. 10 Stat., 830.

August 1, 1854.—John A. Bryan.

Secretary of Treasury to receive proof of time, and and allow $8 per day as commissioner, and pay. 10 Stat., 831.

August 3, 1854.—Captain J. H. Lendrum.

Accounting officers to settle accounts and allow credits, &c. 10 Stat., 831.

January 12, 1855.—C. E. Greneaux.

Secretary of Treasury to examine and settle and discharge claim of, *upon such terms as he shall judge most for interest of United States.* 10 Stat., 840.

January 12, 1855.—Thomas D. Anderson's Administrator.

Accounting officers to settle accounnt of, for Consul at Tripoli, and to pay. 10 Stat., 843.

February 10, 1855.—Thomas M. Taylor.

Secretary of Treasury to allow to, such sums as he can show were deposited in a bank which failed. 10 Stat., 847.

February 10, 1855.—Samuel A. Belden & Co.

Secretary of Treasury to *audit and settle* account for duties paid at Matamoras, Mexico, and pay amount. 10 Stat., 847.

February 14, 1855.—Don B. Juan Domercy.

Secretary of War to *examine and investigate, allow and pay* to, for tobacco taken from him, &c. 10 Stat., 855.

March 2, 1855.—Daniel Searle & Co.

Accounting officers of Post Office Department to settle account of, for extra services rendered under orders of said Department, and amount to be paid. 10 Stat., 859.

March 3, 1855.—Franklin Chase.

Secretary of Treasury to *adjust and settle* claim of, for share of vessel confiscated, &c., and to pay amount. 10 Stat., 865.

December 19, 1854.—Don Juan J. Vigil.

Secretary of War cause to be audited claim of, for flock of sheep seized by soldiers of United States, &c., and to pay amount. 10 Stat., 869.

March 3, 1855.—Geo. W. McCemen.

Secretary of War to adjudicate and settle claim of, for commissary stores taken from him, &c.; and value, when ascertained, to be paid. 10 Stat., 870.

March 3, 1855.—John D. Colmesnil.

Postmaster General to cause account to be re-examined, and adjudge whether any further sum is due in law or equity, and pay. 10 Stat., 871.

March 3, 1855.—James Hughes.

Secretary of War to *adjudicate and settle* the claim of, for clothing to volunteers, &c., and value, when ascertained by Secretary, be paid. 10 Stat., 871.

June 26, 1856.—Col. Charles Simms.

Secretary of Treasury to cause accounts as collector to be *audited and settled*, and to be credited, &c. 11 Stat., 451.

July 3, 1856.—Charles P. Babcock.

Secretary of the Treasury to adjust and pay accounts of, as Indian agent, to be credited and paid. 11 Stat., 451.

July 30, 1856.—Heirs of Samuel Scott.

Commissioner of Land Office to investigate claim of, to bounty land for revolutionary services, &c.; if so, to issue said warrants for amount. 11 Stat., 454.

August 1, 1856.—David Gordon.

First Auditor to *adjust and settle* his account as agent of the land office, and credit and pay amount found due. 11 Stat., 455.

August 13, 1856.—J. R. Powell.

Postmaster General to pay him a *reasonable compensation* for extra services by larger mail than contemplated at making of contract. 11 Stat., 462.

August 16, 1856.—Dempsey Pitman.

Accounting officers, under direction of Secretary of War, to *audit and settle*, and pay him such compensation as justly due. 11 Stat., 465.

August 18, 1856.—Heirs of Jabez B. Rooker.

Accounting officers to *settle and adjust* accounts of, and to credit and pay amount found due. 11 Stat., 468.

August 18, 1856.—John B. Walbach.

Secretary of War to pay to, *such extra* compensation as he may consider just and reasonable for extra service, &c. 11 Stat., 469.

July 3, 1856.—Oliver M. Wozencraft.

Secretary of Interior to *audit and settle*, upon just and equitable principles, accounts of, as Indian agent in California, and pay. 11 Stat., 475.

July 17, 1856.—Dr. W. P. A. Hail.

Accounting officers to *adjust* the claim of, for medical services to volunteers in Mexico, and to pay, &c. 11 Stat., 475.

August 18, 1856.—Charles M. Strader and others.

Postmaster General to cause accounts to be audited and settled, for carrying mail, and allow the amount to which in equity and justice entitled for discontinuance of their contract. 11 Stat., 476.

February 17, 1857.—Geo. Bucknam.

Postmaster General to pay amount deemed *just and reasonable* on a designated mail route over contract price. 11 Stat., 500.

March 2, 1857.—Whitemarsh B. Seabrook and others.

Secretary of War to *examine and settle* on principles of justice and equity claim of, for services in the war of 1812, and to pay amount adjudicated. 11 Stat., 501.

March 2, 1857.—William Kendall.

Accounting officers to settle account as sutler for supplies, &c., and to pay amount. 11 Stat., 505.

March 2, 1857.—Samuel S. Haight.

Accounting officers to adjust and settle accounts of, for expenses of volunteers in war of 1812. 11 Stat., 507.

March 3, 1857.—Thomas M. Newell.

Accounting officers to settle and pay to, such as found to be due to him. 11 Stat., 513.

January 17, 1857.—William Carey Jones.

Secretaries of State and Interior to adjudicate and settle on terms of equity and justice claim of, for compensation for services as special agent in New Mexico and California. 11 Stat., 525.

March 3, 1857.—William W. Wimmer.

Postmaster General to allow and pay for service, as mail agent, such sum as considered just and reasonable. 11 Stat., 526.

June 9, 1858.—Gardner & Vincent and others.

Secretary of the Treasury, on production of satisfactory evidence, to audit and settle accounts for goods furnished Marine Hospital at Cleveland, and pay. 11 Stat. 549.

April 6, 1860.—Robert H. Morris.

Auditor of Post Office Department to readjust and audit the account of, and to allow all money paid out for expenses, if Postmaster General should be of opinion the expenses were properly incurred and were necessary, and to increase his compensation and pay amount. 12 Stat., 834.

June 21, 1860.—Peay & Ayliffe.

Postmaster General to *adjust* the accounts of, and if they performed extra service not in contract, then to be *audited and paid* at a fair rate. 12 Stat., 865.

June 22, 1860.—California Stage Company.

Postmaster General to examine and adjust claim of, for extra services, and to pay amount. 12 Stat., 867.

June 22, 1860.—Edward Ely.

Secretary of the Treasury to settle upon principles of justice and equity accounts, as consul at Bombay, and pay what due. 12 Stat., 867.

May 26, 1860.—A. M. Fridley.

Accounting officers in final settlement of accounts of, and to credit with amount of judgment obtained against him, &c. 12 Stat., 873.

June 22, 1860.—Arthur Edwards.

Postmaster General to examine and adjust claim of, for carrying mails between Cleveland and Detroit in boats, and pay such sum as shall be found justly due. 12 Stat., 875.

February 8, 1861.—Moses Meeker.

Secretary of Treasury to ascertain amount of rent exacted from, by agent of lead mines prior to purchase from Indians and pay same. 12 Stat., 863.

February 16, 1861.—Robert Stockton.

Accounting officers to settle accounts of, as forage master in Revolutionary war, and allow such sum as shall be due, upon sufficient proof, &c.

12 Stat., 895.

August 3, 1861.—John C. McConnell.

Secretary of War to audit and settle upon terms of equity and justice accounts of, for expenses of raising a regiment of volunteers, and to pay.

12 Stat., 898.

August 6, 1861.—Arnold & Willet and Henry North.

Secretary of War to cause accounts for bread and wood to be audited and adjusted on terms of equity and justice. 12 Stat., 899.

June 17, 1862.—Oliver Spencer Wood.

Accounting officers to examine and settle, on prin-

ciples of justice and equity, accounts as naval storekeeper, and make him such allowances as shall appear reasonable and just, subject to approval of Secretary of Navy, and credit same. 12 Stat., 905.

May 20, 1862.—Marshall O. Roberts.

Claim of, for loss of steamship Star of the West, referred to Attorney General, and such sum as is ascertained to be due be paid, &c. 12 Stat., 911.

February 22, 1864.—Heirs of Noah Wiswall.

Accounting officers to audit account of, for purchase money paid for certain public lands, and pay amount due. 13 Stat., 575.

March 8, 1864.—John H. Shepherd and Walter K. Coldwell.

Postmaster General to allow and pay to them for carrying mails on designated routes, and for time in which service actually performed, &c. 13 Stat., 576.

May 16, 1864.—Asahel Bush.

Accounting officers to audit and allow to, for printing and binding in Territory of Oregon, statutes, &c., and allow such prices as were by law allowable, and pay the same. 13 Stat., 580.

July 2, 1864.—William Sawyer.

Secretary of Interior to cause the improved value of certain land to be ascertained, &c., *and report same to Congress.* 13 Stat., 584.

July 1, 1864.—Carlisle Doble.

Postmaster General to examine and adjust claim for carrying the mail, and to pay sum found to be justly and equitably due. 13 Stat., 590.

July 2, 1864.—Thomas J. Galbraith.

Accounting officers of Interior and Treasury to settle and adjust the money and property accounts of, as Indian agent, upon principles of justice and equity, to have credit for all money and goods expended in good faith and taken without his fault or connivance. 12 Stat., 590.

July 18, 1866.—A. J. Spencer and Gurdon S. Hubbard.

Postmaster General to audit and adjust account of, carrying certain mails, and allow therefor such amount as shall appear just and equitable, and pay sum found due. 14 Stat., 597.

May 2, 1866.—Beals & Dixon.

Secretary of the Treasury to cause accounts of, to be adjusted and paid, allowing such additional prices after May, 1861, as they may be entitled under their contract, provided the Attorney General is of opinion they have a legal claim, &c. 14 Stat., 605.

July 3, 1866.—W. H. Hamrick.

Accounting officers to settle accounts of, upon equitable terms and the best evidence available.
14 Stat., 610.

January 22, 1867.—Dr. Lewis Dyer.

Secretary of the Treasury to audit and settle accounts of, and allow him pay of surgeon, and deduct payments made. 14 Stat., 616.

March 2, 1867.—Richard Chenery.

Secretary of the Interior to examine claim of, for beef furnished to Indian agent, and if believes the property was furnished in good faith, and United States justly indebted to him, cause the same to be paid. 11 Stat. 633.

March 1, 1867.—Fuller & Fisher.

Secretary of the Treasury to have claim of, audited for horses, coaches, &c., impressed into military service, and pay them amount due for such losses.
11 Stat., 648.

March 2, 1867.—John R. Beckley.

Secretary of the Treasury to have audited and paid claim of, for loss of horses captured by rebels while in United States service, if it shall appear were lost without fault or negligence on part of claimant.
11 Stat. 645.

March 30, 1868.—Henry Greathouse and Samuel Kelley.

Postmaster General to *adjust and settle* claim of, for carrying mails from Placerville to Idaho City and Fayetteville to Placerville from 1864 to 1865, and to *award and pay* them such sum as may be in accordance with equity and justice. 15 Stat., 357.

April 11, 1868.—Beals & Dixon.

Secretary of the Treasury to cause accounts to be adjusted and paid, allowing them such additional prices as they may justly be entitled to under their contract of 1857. 15 Stat., 430.

February 22, 1869.—Nott & Company.

Attorney General to examine claim and fix amount of, as merchants in China, for losses by capture and robbery of vessel Neva, and if entitled to be paid, to come out of Chinese indemnity fund, under treaty of 1858.

Decision of Attorney General final and conclusive. 15 Stat., 440.

April 6, 1870.—Ezra Carter.

Accounting officers to settle and adjust accounts of, as collector at Portland, Maine, where vouchers destroyed by fire, in such manner as just and reasonable from best evidence the nature of the case will admit, and allow credit for sum. 16 Stat., 633.

June 23, 1870.—William H. Murphy.

Postmaster General and accounting officers to settle account of, for mail transportation, and to pay him at rate fixed. 16 Stat., 642.

July 1, 1870.—Captain E. M. Buchanan.

Accounting officers to settle account of, as they believe to be just and equitable, and allow for money on his person when killed by guerrillas, and credit amount. 16 Stat., 647.

February 15, 1870.—John E. Reeside.

Quartermaster General to settle and pay for transportation of public stores, contract price, for amount actually transported, &c. 16 Stat., 661.

June 23, 1870.—Martha A. Estil and others.

Secretary of Interior to examine claim of, for supplies for use of Indians in California, and as Indian agent, for expenditures, &c., and to pay.
16 Stat., 667.

July 14, 1870.—Charles B. Wilkinson.

Secretary of Treasury to cause accounts of, as Collector of Internal Revenue, to be examined and adjusted, and if he paid more money into Treasury than he received, to be refunded, if not in default, &c.
16 Stat., 671.

July 15, 1870.—Charles C. Upham.

Secretary of Navy to cause accounts of, as paymaster, to be settled and adjusted on just and equitable principles. 16 Stat., 672.

March 3, 1871.—Hull & Cozens and others.

Secretary of Treasury to audit and settle accounts under a contract with Governor of Nebraska, for materials for capitol at Omaha, and pay amount; provided he shall be satisfied from the evidence that contracts were faithfully fulfilled, and have not been paid. 16 Stat., 690.

March 12, 1872.—Francis A. Eastman.

Accounting officers to settle accounts of, as Postmaster at Chicago, for money, postage stamps, &c., destroyed in fire, and allow credits to such amounts only as Postmaster General shall be satisfied from proofs as will cover actual loss. 17 Stat., 646.

May 9, 1872.—Robert Williams, Jr.

Accounting officers, in settling accounts of, to allow such sum as they shall find was stolen from him in stamps, &c., officers to be satisfied that they were stolen from him without default or negligence on his part. 17 Stat., 660.

May 31, 1872.—Albert Mieland.

Postmaster General to allow double contract rates for winter months, &c. 17 Stat., 660.

June 8, 1872.—Moritz Augenstein.

Secretary of Treasury to examine claim of, for damages under contract rescinded, and to pay such sum as he shall find to be equitably due him, &c.
17 Stat., 687.

June 10, 1872.—Albert Grant.

Secretary of War to examine claim of, for damages sustained on a contract for erection of storehouse at Philadelphia arsenal; and if Secretary is satisfied it is just and equitable he shall cause same to be paid, &c. 17 Stat., 699.

June 10, 1872.—Dwight J. McCunn.

Secretary of Interior to examine claim on account of losses by breach of contract for transportation of Indian supplies, and to adjust and settle the same, and pay. 17 Stat., 703.

June 10, 1872.—Herman Ruster.

Commissioner of Internal Revenue and accounting officers to receive satisfactory proof, by affidavit or otherwise, of stamps destroyed by the fire, to credit the same, and with amounts uncollected on lists destroyed, &c., or abate said taxes as said Commissioner may deem consistent with justice and equity.
17 Stat., 706.

January 10, 1873.—Tinsley, Van Horn & Co., and others.

Secretary of Treasury to investigate claims of abatement of taxes on property destroyed by fire, and abate or remit, as he may deem just, such taxes in whole or in part. 17 Stat., 701.

January 23, 1873.—John Brewer's executor.

Secretary of the Interior to examine claim of, for professional services of testator in condemnation of land for Washington aqueduct and expenditures, and pay amount. 17 Stat., 716.

June 3, 1874.—Henry Webster and others.

Secretary of the Interior to examine and consider claims of, for improvements taken and used by United States, and to adjust and settle the same on princi-

ples of justice and equity on appraisement of Commissioner of Indian Affairs, and to pay.
18 Stat., 555.

June 11, 1874.—Thomas T. Crittenden.

Accounting officers to credit with $21,641.56, or such part as Commissioner of Internal Revenue believes to be just and proper; papers, &c., destroyed by fire, provided Commissioner is satisfied due diligence was used, and relief ought to be granted. 18 Stat. 564.

June 19, 1874.—Bigler & Young.

Secretary of the Treasury to settle claim of, for light-house, on principles of justice and equity, and pay. 18 Stat., 570.

June 20, 1874.—Benjamin Cooley and J. Boswell.

Postmaster General to examine, adjust, and settle claims for carrying mails, and award them such increased compensation for carrying increased mail matter as he may deem just and proper, and pay.
18 Stat., 579.

June 22, 1874.—James A. McCullah.

Accounting officers to credit with a sum not over $7,814.19 on assessment lists destroyed by fire, provided due diligence be shown to satisfaction of Commissioner of Internal Revenue. 18 Stat., 607.

February 23, 1875.—Samuel D. Evans.

Secretary of the Treasury, in adjusting accounts of, as Collector of Internal Revenue, to credit him with $2,753.18, of which his deputy, as alleged, was robbed, provided it appears to satisfaction of Secretary that deputy was robbed without collusion, &c.
18 Stat., 633.

Supreme Court of the United States.

OCTOBER TERM, 1876.

No. 643.

GEORGE CHORPENNING, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM COURT OF CLAIMS.

BRIEF FOR APPELLANT.

JOS. CASEY, *Attorney.*

Judd & Detweiler, Printers.

Supreme Court of the United States.

OCTOBER TERM, 1876.

No. 643.

GEORGE CHORPENNING, APPELLANT,

vs.

THE UNITED STATES.

APPEAL FROM COURT OF CLAIMS.

APPELLANT'S BRIEF.

STATEMENT OF THE CASE.

Between the years 1851 and 1857, Chorpenning, the appellant, was a contractor for carrying the overland mails between Salt Lake and San Francisco. During that time his contracts had been, by the action of the Postmaster General, subjected to great changes and modifications, whereby the expense of performance had been largely increased, and, after every provision had been made and every expense incurred required by these changes and modifications, the contracts themselves were arbitrarily revoked by the Postmaster General, and new contracts entered into with other parties at increased rates of compensation for the same service. The appellant applied to Congress, and this resulted in the passage of the act for his relief, set out on page 4 of the Record, approved March 3, 1857, (16 Stat., p. 673.)

Postmaster General Brown proceeded under this act to make, as he supposed, the allowances required by it; but in estimating for the *pro rata* services of increased distances and mails he took the amount named in the original contracts as the basis of his calculation and not the sum of thirty thousand dollars as was directed by the act. Estimating these increased services on the original contract prices produced the sum of $79,482; and this sum he allowed and paid. He made also an assessment of damages on the same basis, and allowed therefor the additional sum of $29,590.95. These were received by the claimant under protest. He afterwards brought suit in the Court of Claims and claimed the additional compensation and damages allowed by the act, and which had been denied him by the Postmaster General. That court decided that he was not entitled to any relief; that the action of the Postmaster General was an award and conclusive of the rights of the claimant. (Reported, 3 Ct. of Cl., 140.) He appealed from this judgment.

While that appeal was pending in this Court Congress passed the resolution of July 15, 1870, set out in the petition, Record, p. 3

Postmaster General Creswell, in obedience to the requirements of this latter enactment, took up the whole subject in detail. The process of investigation adopted, the bases of calculation, and the results arrived at, are given by him in the paper printed in the record, (pp. 5 to 21 ,) and from which your Honors cannot fail to see what a careful, thorough and intelligent investigation and consideration he gave the matter.

The result is stated in the award as set out in the petition in Record, (p. 22 ,) dated December 23, 1870. It awarded to the claimant the sum of $443,010.60. And this award was about to be paid, when Congress, on the 9th February, 1871, (16 Stat., 702,) passed the following repealing act:

Be it resolved by the Senate and House of Representatives of of the United States of America in Congress assembled, That

the joint resolution approved July 15, 1870, entitled "A joint resolution authorizing the Postmaster General to adjust the accounts of George Chorpenning," be, and the same is hereby repealed.

The claimant thereupon, after various proceedings in Congress, not resulting in any definite action, brought suit in the Court of Claims, on the adjustment made under the resolution of July 15th, 1870, by Postmaster General Creswell. He claimed to recover in two aspects—

1st. That the resolution of July 15th, 1870, and his own consent thereto, and his submission of the case to the referee, constituted a submission to arbitration. And that the report made upon the matters submitted, was an award, binding and conclusive upon the parties.

2d. That if it were not a submission and award, it was at least such a mutual account stated, as was, *prima facie*, just and correct, until error or mistake therein was proved.

To this claim so made the United States pleaded that there was no award; that they were not indebted to the claimant; the statute of limitations; and that the action of the Postmaster General had been avoided and annulled by the repeal of the resolution of July 15th, 1870, under which he made the report and stated the account.

The United States having given no evidence to sustain any of their pleas except to put in the repealing act, the claimant, by his counsel, demurred to the sufficiency of that.

And the questions raised, discussed and decided in the Court of Claims, were such only as related to the powers, duties and functions of the Postmaster General, under the act of March 3, 1857, and resolution of July 15, 1870. And the right of Congress to repeal the enactment, so as to annul his findings after they were made, the object and purpose of the repealing act, and its true construction.

Upon this record the Court of Claims held—

1st. That the act and resolution in question did not constitute a submission, nor the report an award, or account stated.

2d. That the repealing act annulled and avoided the findings and conclusions of the Postmaster General.

And thereupon rendered judgment upon the demurrer in favor of the defendants; and dismissed claimant's petition.

Error Assigned.

The judgment ought to have been in favor of the claimant, on the demurrer, for the amount of the award, with interest from its date.

Argument and Authorities.

I shall endeavor to maintain,—

I. That the act of 1857, and resolution of 1870, assented to and acquiesced in by the claimant, constituted a submission to arbitration.

II. That the report made by the Postmaster General, in pursuance of this submission, is an award authorized by the submission, mutual, final, and certain, and is conclusive of the subject-matter between the parties.

III. That if not a technical submission and award, the facts constitute at least an agreed settlement, and mutual statement of account, which is to be deemed *prima facie* correct, and in the absence of countervailing proof conclusive of the amount found due, and is subject to revision only, by the proper courts.

IV. That whether the legislation and report constituted a

submission and award, or an agreed settlement and account stated, Congress could not avoid or annul it, by a repeal of the law under which it was made.

V. That according to the true construction of the repealing act of February 9th, 1871, Congress did not, either in terms or by implication, attempt or intend to interfere with or affect the findings of the Postmaster General.

VI. That upon the record, as it stands, the appellant is entitled to judgment for the amount of the award, with interest, from its date.

I notice, first, a fundamental error into which the Court of Claims has fallen; *that private legislation is to be construed, interpreted, and applied differently from ordinary enactments.* It is true, that acts making grants of public property, to private parties, or conferring franchises on individuals or corporations, or relinquishing the power of taxation, and the like acts, are to be strictly construed. No part of the public property or sovereignty is held to pass without a clear and distinct intention, properly expressed. But this rule has no application to a case like the present. In the Roberts' case, 2 Otto., 41, this Court passed by this narrow technical view, which fritters away the sense, spirit, and intention of the law, by pecking at particular words in it, and gave to the enactment in that case a broad, fair, and equitable construction, in accordance with the manifest purpose and intention of Congress.

So, in the case at bar, Congress determined by a double enactment that this claimant should be paid for his extra services rendered in carrying the overland California mails, and his damages for the breach of contract by the United States. The enactments indicated the rate of compensation, and bases of computation, and directed them to be made by the officer of the Government most conversant with the subject, and most competent to do justice in the premises.

There is not a suggestion that the Postmaster General mistook the meaning or intention of the acts, that he misapplied the rule of compensation and computation given in the law. That his finding was not a full, fair, and honest execution of the duty assigned him. It is not, and cannot be, even pretended that the amount of the award is not honestly and justly due to this claimant. More than that, it is undeniable that Congress intended that this ascertained and adjusted amount should he paid him. Yet, all this plain purpose and manifest intent of the law is to be frittered away by haggling at particular words, and by a narrow, technical, strict construction, not of the whole law, but of particular words and phrases, which make the enactment *felo de se.*

No such rule exists. If it did, it would be a reproach upon the administration of public justice, and should be speedily abolished. The adjustment of the claims of individuals, growing out of the public service, is a part of the administration of public justice. The Government is only liable to be sued in such manner as the law prescribes. And these special laws, passed from time to time, providing for the settlement of special cases, are to be deemed a part of that system, by and through which the United States establish and do justice in their own dealings with their citizens.

I do not perceive the justice or propriety of different rules for different debts of the nation. One for carrying the mails is just as sacred and as inviolable as one evidenced by a bond. And when ascertained to be due and owing, the non-payment as much repudiation in the one case, as the other. And to construe laws made to discharge the honest obligations of the Government, however evidenced, so as to defeat that purpose, comports neither with honesty nor sound policy. A law for the adjustment and payment of a single claim is entitled to the same fair, liberal and beneficent interpretation as one made to determine a number or class of such claims. For I think it cannot be maintained that numbers

can change the measure of justice to which each shall be entitled.

Instead, therefore, of this narrow and illiberal view of the law, we are to look to the terms, the scope, and purpose of both these acts to ascertain the true construction to be given to them.

In the 1st section of the act of 1857, the officer is "*required to adjust and settle the claim*" for additional compensation. In the 2d section he is "*required to adjust and settle the claim*" for damages. In the 3d section he is "*required to allow and pay*" the original contract price during its suspension, "*and also to allow and pay to said Chorpenning* $30,000 *per annum from 1st July*, 1853," to the termination of his then contract. "*And the sums in this act authorized to be allowed shall be paid out of the Treasury.*" By the resolution of 1870, the Postmaster General was to "*investigate and adjust*" these same claims, "*under the act of* 1857," and "*on the basis of the compensation allowed by said act for the regular service.*" And all "*to be settled, as provided for the services named in said act of March* 3, 1857."

It was impossible for Postmaster General Creswell to ascertain what were his powers and duties in the premises without a careful study of the terms, scope, and purpose of the act of 1857; or even what were the subjects-matter of a part of the claims to be investigated and adjusted by him. By the later enactment the two are so intimately blended and welded together, that it appears to me impossible to separate them without destroying both. I assume, therefore, for the purpose of this argument, that both were in force.

Your Honors will see that this view, if sustained, must in a great measure overthrow the positions assumed by the Court of Claims. For its position is taken upon the narrowest view of the resolution of 1870, standing alone.

The verbal and philological criticism of the learned Chief Justice of the Court of Claims, as well as the alleged

distinction between the language of the law in this case, and that in the case of Kendall *vs.* United States, 12 Peters, 524—when viewed from this standpoint, wholly fail. The act for the settlement in the Kendall case, will be found in 6 Stat., 665. By it the Solicitor of the Treasury was—

"Authorized and directed to '*settle and adjust*' the claims of William B. Stokes (and others) for extra services performed by them as contractors for carrying the mail, &c., and for this purpose to inquire into and determine the equity of the claims of them or any of them for or on account of any contract or additional contract with the said Postmaster General on which their pay may have been suspended by the present Postmaster General, and to make them such allowances therefor, as upon a full examination of all the evidence, may seem right, according to the principles of equity; and that the Postmaster General be and he is hereby directed to credit such mail contractors with whatever sum or sums of money, if any, the said Solicitor shall so decide to be due to them, for and on account of any such service or contract; and the Solicitor is hereby authorized to take testimony, if he shall judge it necessary to do so; *and that he report to Congress at its next session, the law and the facts upon which his decision has been founded.*"

This Court held that the reference to the Solicitor was a submission—that his report was an award, and that mandamus lay against the Postmaster General to compel the entry of credit, for the amount found due. This decision was reiterated and re-affirmed with emphasis in the case of Kendall *vs.* Stokes, 3 How., 87. In the first case it was held to bind the United States and the Postmaster General, in the other case to conclude the contractors, as a conclusive submission and award.

In this latter case Mr. Chief Justice Taney says:

"It was not a controversy between the plaintiffs and Amos Kendall, as a private individual, but between them and a public officer acting for and on behalf of the United States. If they had sustained damage it was the consequence of his act, and the question of damages was necessarily re-

ferred with the subject matter in controversy out of which that question arose. It was an incident to the principal matters referred, and, therefore, within the scope of the reference; and it is not material to inquire whether damages for the detention of the money were claimed or not, or allowed or not. The question, then, on the first count is, Can a party, after a reference, an award, and the receipt of the money awarded, maintain a suit on the original cause of action upon the ground that he had not proved before the referee all the damages he had sustained? Or, that his damages exceeded the amount awarded. We think not. The rule on that subject is well settled. It has been decided in many cases, and is clearly stated in Dunn *vs.* Murray, 9 B. & C., 780."

In the case of Kendall *vs.* The United States, (12 Peters, 611,) this Court says:

"This is a special act for the relief of the relators, Stockton and Stokes, and was passed, as it appears on its face, to *adjust and settle* certain claims, which they had for extra services, as contractors for carrying the mail. These claims were, of course, upon the United States, through the Postmaster General. The real parties to the dispute, therefore, the relators and the United States. The United States could not, of course, be sued, or the claims in any way enforced against the United States without their consent obtained through an act of Congress, by which they consented to submit these claims to the Solicitor of the Treasury, to inquire into and determine the equity of the claims, and to make such allowance therefor as upon a full examination of all the evidence should seem right according to the principles of equity.

"Under this law the Postmaster General is vested with no discretion or control over the decisions of the Solicitor; nor is any appeal or review of that decision provided for by the act. The terms of the submission was a matter resting entirely in the discretion of Congress, and if they thought proper to vest such power in any one, and especially as the arbitrator was an officer of the Government, it did not rest with the Postmaster General to control Congress or the Solicitor in that affair."

The Judge adds:

"It is unnecessary to say how far Congress might have interfered by legislation after the report of the Solicitor. But if there was no fraud or misconduct in the arbitrator, of which none is pretended or suggested, it may well be questioned whether the relators had not acquired such a vested right as to be beyond the power of Congress to deprive them of it."

Again, on page 612, the Court says:

"If Congress had intended to revise the decision of the Solicitor the Postmaster General would not have been directed to make the payment without the intervention of further action by Congress."

"Even if the relators were bound to make any application to Congress for relief which they clearly were not, *their right to the full amount of credit, according to the report of the Solicitor, having been ascertained and fixed by law, the enforcement of that right falls properly within judicial cognizance.*"

In 1868, when the claimant brought suit under the act of 1857, to recover the amounts disallowed him by Postmaster General Brown, the Court of Claims then followed the ruling of this Court, in the United States *vs.* Kendall, (12 Peters, 611,) Chorpenning *vs.* United States, (3 Court of Claims, 140.) On the trial of that case as appears by the report, the United States, by their Attorney General, contended that the act made Postmaster General Brown an arbitrator, and that his report was an award. The court so held, distinctly and unequivocally. And on the ground that the claimant was concluded by this award, and that the court had no jurisdiction to review or revise that award, the case was dismissed.

The claimant appealed to this Court, and also made application for relief to Congress. Before his case was reached in this Court Congress passed the resolution of July 15, 1870. And the claimant accepted it and discontinued his appeal.

This presents the case in another aspect. It was by the consent of Congress and the concurrence and acquiescence of the claimant the reference of a pending litigation. Congress, we must presume, was aware of the decision of the Court of Claims as to the finality of Postmaster General Brown's award under the act of 1857, and also of the pending appeal. And with that knowledge it deliberately and solemnly re-enacts the provisions of the law, and re-confers all its powers upon Postmaster General Creswell. What is the natural and necessary inference from this? Most decidedly that it was an adoption and affirmance by by Congress of that decision. For such is the undisputed rule, that when a later act re-enacts a former one without alteration, it adopts and affirms the judicial construction given to the former law. And here no word or phrase is introduced into the resolution from which the slightest dissent to the ruling can be inferred. But, on the contrary, there is the strongest reason to infer entire and perfect acquiescence, by the absence of any provision for report to, or revision by Congress of the report or findings of the Postmaster General. And this absence is the more significant, in view of the then recent decision of the Court of Claims.

But it goes further; there is not only tacit and silent acquiesence in that construction, there is express affirmance and adoption of it, by the final clause. "*And the right of appeal from the findings of the Postmaster General to the Court of Claims is reserved and allowed to said claimant.*" The introduction of this provision into the resolution of 1870, is not only a full recognition of the former ruling, but is inconsistent with, and repugnant to a review or revision of the matter by Congress. It is a clear and manifest expression of an intention by Congress that the report should be final and conclusive, except so far as it, like any other submission and award, should be affected or changed only by proper judicial action. The right to have this done by the claimant is expressly conferred. It was unnecessary to make the

same provision for the United States. That already existed. For it was entirely competent for the United States, at any time after this report or award of Mr. Creswell was made, to go into a court of equity, and file a bill to set it aside, for any cause that would be available between individuals.

The examples from private acts printed in the appendix to this brief are overwhelming as to the uniform, unbroken usage of Congress and the Government during the whole period of our national existence. These examples show, that Congress perfectly understood the difference and distinction between a reference for final settlement and payment, and that for information upon which to base further legislative action, and knew perfectly well how to use apt and appropriate terms in either case.

Nor is the verbal criticism of the learned Chief Justice of the Court of Claims of any force. The operative words of the act of 1857, are to "adjust and settle," to "allow and pay." Those of the resolution of 1870, are to "investigate and adjust." And the claims designated are "to be settled as provided" in the act of 1857. That is, they are to be "investigated," "adjusted," "settled," "allowed," and "paid," as directed by that act. This is the plain meaning from which there can be no escape. But is the criticism itself accurate? I think it sadly at fault, when tested by the best authorities. Webster defines to "investigate," "to search into, to inquire and examine into with care and accuracy, to find out by careful disquisition;" to "adjust," "to make accurate, to settle or bring to a satisfactory state, so that parties are agreed in the result, as to adjust accounts. The differences are adjusted." To "settle." "6. To determine what is uncertain, to establish, to free from doubt, as to settle questions or points of law. Ex.–The Supreme Court has settled the question." "18. To adjust, to close by amicable agreement, or otherwise, as to settle a controversy or dispute by agreement, treaty, or by force." "19.

To adjust, to liquidate, to balance, or to pay, as to settle accounts."

To "allow," "to admit, as to allow the truth of a proposition; to allow a claim."

Crabb's Eng. Syn., p. 154, makes to adjust synonymous with "fit," "suit," and "accommodate."

Ex.—"Accommodate and adjust are both applied to the affairs of men which require to be kept or put in right order; but the former implies to the keeping as well as putting in order; the latter simply the putting in order." "On this ground we may say, that a difference is either *accommodated or adjusted*, for it is *accommodated*, inasmuch as the parties yield to each other; it is *adjusted*, inasmuch as that which was wrong is set right. 'When things were thus far *adjusted*, towards a peace, all other differences were soon accommodated.'"—Addison.

The same authority, p. 227, makes to "settle" a synonym of to "determine." "Determine is to settle as a means to the end; we commonly *determine* all subordinate matters in order to *settle* a matter finally; thus the *determination* of a single cause will serve to *settle* all other differences," &c.

Nor is the reference to the terms used in the act in the Kendall case more fortunate. There the Solicitor was to "*settle and adjust.*" Here the Postmaster General was to "*adjust and settle*," and "*investigate and adjust.*" But there it is said the Solicitor was "*to inquire into and determine* the equity of the claims." But in our case, Congress itself had in the acts *determined* the equity of the claims of Chorpenning, and established principles and rules as a basis for the "adjustment and settlement" required to be made by the Postmaster General.

There was nothing of that kind left to the judgment of the referee. In the matter of Route No. 12,801, there was no equity. It was a purely legal case. One for the application of the well-settled and well-understood measure of damages, for the breach of a contract. But to suppose

that in a reference by act of Congress, to make it a submission, it must be enacted that the referee or arbitrator shall proceed according to "law," "equity," or "justice," I think cannot be maintained. For law, equity, and justice are obligatory upon all men, under all circumstances. Notably, upon all men acting as judges or arbitrators.

Another fatal and serious mistake is that of the Court of Claims in supposing that Mr. Creswell was exercising only the functions pertaining to his office, as Postmaster General, in making this "adjustment." As such, he had no control or direction of even the accounts in his Department. These were by law confided to designated accounting officers. But this was not an account for mail transportation. Every question was one in relation to unliquidated damages, happening long before he came into office. He had not one spark of power in the premises, except what he derived from the special legislation. And it must be measured by that alone.

In the Kendall case the Solicitor was to *settle and adjust* the claims, and *determine* the equity of the claims, and make such *allowances* therefor as may seem right according to the principles of equity. These *allowances*, so made, the Postmaster General was directed to credit to the claimants; and the Solicitor was directed to "*report to Congress at its next session the law and the facts upon which his decision has been founded.*"

In the case at bar the Postmaster General is to *adjust and settle* the claims, to *investigate and adjust*, to *allow and pay*. No report to Congress is provided for. The idea of any Congressional action is negatived by express provision for appeal or resort to a judicial tribunal. And finally, the amount *adjusted*, *settled*, and allowed is to be paid without any further action or appropriation.

In every light in which the two cases can be compared—the case in hand stands out stronger, bolder, and clearer, as

an intended finality. Not only in its terms, but in the whole object, scope, and purpose of the enactments.

If the act of 1857, was revived and re-instated by the resolution of 1870, the clause for payment was in force the same as any other. That it was so revived I think is indisputable, so far as it relates to the adjustment and settlement of these claims. The payment of the sums allowed by the adjustment, was a substantial and essential part of that settlement. It constituted the consummation, without which the settlement would have been incomplete and illusory. To call such proceedings an "adjustment and settlement" which leave the controversy in all its facts and features open and impending, would be an abuse of terms, a perversion of language, which ought not lightly to be imputed to Congress. And especially as in neither the act of 1857, nor the resolution of 1870, is there a word which indicates any purpose to revise or review the adjustment and settlement provided for. But on the contrary an express direction to pay the sums allowed without such revision or review. And the provision for an appeal is not only inconsistent with, but absolutely repugnant to the construction given to these laws by the Court of Claims.

For what was the claimant to appeal from? From the Postmaster General's report to Congress? From the recommendations made and opinions expressed? And what power should the Court of Claims possess under this appeal? Were they to be the same as those conferred upon the Postmaster General? Was the court to correct, revise, review, and change his recommendations for Congressional action? Was it prohibited from entering final judgment in the premises as well? If the claimant had appealed to the Court of Claims, and the United States to Congress, and the decisions had been different, which should stand or control? If he had appealed to the Court of Claims, and it had arrived at the same result as the Postmaster General, had Congress the power to annul and avoid that judgment?

But it must be remembered that the Court of Claims is a judicial tribunal, and Congress could only impose upon it judicial duties and not merely subordinate ministerial functions. And when any power is given to such a tribunal, the presumption is that it is a judicial power to be exercised in a judicial manner. This presumption must necessarily prevail where no other intention is expressed or implied in the enactment.

The position here of the United States leads to this conclusion, that Congress, in the resolution of 1870, reserved to itself full legislative power and control over the subject matter, while, at the same time, it conferred plenary jurisdiction on the Court of Claims, to hear and decide the the matter in controversy judicially on appeal. But an intention so absurd, contradictory, and repugnant, cannot be attributed to Congress. Especially so, when the terms used will readily and naturally bear another interpretation, which harmonizes with usage and precedent, and with justice and right in the particular case.

I argue that this was the intention of Congress from the nature and character of the claims. They were principally for unliquidated damages for the suspension and annulment of contracts, for additional mail service, for carrying the mails additional distances, by the supply of other points than those embraced in the contracts. And to judge of the nature, extent, and justice of these claims, an intimate consideration of the country over which the routes passed, the situation and state of the country at the time were necessary, and above all an intimate knowledge of the postal service and its usages were required, a voluminous body of testimony, records, and papers were to be examined and considered in coming to a conclusion. No one knows better than Congress itself how ill-adapted and inadequate are its means and facilities for the performance of such a duty. Nor need I say, in this presence, how impossible it is, in a body composed of the numbers of either House

of Congress, to examine in detail and weigh with care and accuracy cases and questions like these. This can only be done where numbers are few, and the proceedings are in a judicial, or *quasi* judicial manner.

The recent case of Roberts *vs.* The United States, (2 Otto, 41,) is very much like this one. There, as here, the claim was for extra service in carrying the California mails, in the early history of that State. These services, it was agreed at the time, were to be paid for by "*such additional allowance as in the judgment of Congress might be considered equitable.*" And Congress referred the case to the Court of Claims to determine what amount was due for such services "upon the basis of the value of carrying other first-class freight of like quantity with the mails actually carried between the same ports at the same time." That act was passed at the same time with ours. It was approved July 14, 1870; ours on July 15, 1870. The narrow, strict construction given to that legislation by the Court of Claims was rejected by this Court. And one in accordance with the just and equitable purpose of Congress adopted.

So, in the United States *vs.* Corliss, (1 Otto, 321.) The power of the Secretary of the Navy to compromise and adjust, where the public interests required that a contract should be suspended before entire performance was upheld. In that case another settlement, less in amount, was made by Commissioners appointed under a law subsequent to the settlement and compromise of the Secretary. Congress by legislation forbade the payment of the amount; yet this Court held that in the absence of anything to impeach the settlement, it concluded both parties.

Nor is either of these cases stronger in right, equity or justice, than the case at bar.

From all these considerations I argue that these claims were referred to the Postmaster General to be finally and conclusively adjusted and settled.

This conclusion is drawn—

1st. From the express words of the act of 1857, and the resolution of 1870.

2d. A portion of the claim, under the act of 1857, was for unliquidated damages, and its settlement and adjustment necessarily involved the exercise of judgment and discretion.

3d. The whole of the additional claim, referred by the resolution of 1870, was of the same character, and involved the same judgment and discretion.

4th. The act and resolution necessarily made the action of the Postmaster General conclusive by not providing for any appeal, or report to, or revision by, any other body or tribunal on part of the United States.

5th. They made the finding final by providing that the amount allowed by the Postmaster General should be paid out of the Treasury, without further revision, or even special appropriation by Congress.

6th. It is a conclusive award, because the resolution of 1870 gives the direct right of appeal to the claimant, from the findings of the Postmaster General to a judicial tribunal.

7th. It is a conclusive award, because it was adjudged judicially to be so, by a competent court, in a suit between the same parties, for the same subject-matter, under one of the same enactments.

8th. That a decision having been rendered by that court in favor of the United States, upon the plea and at the instance of the Attorney General, of a conclusive award under the act of 1857, they are estopped, in this case, to deny that it conferred the power to make such an award.

9th. It is a conclusive award, because when Congress

passed the joint resolution of 1870 they knew that the former proceedings under the act of 1857 had been so held by that court, and there is in the latter enactment nothing which rejects or repudiates the construction given, but a clear adoption and approval of it by implication.

10th. Because, from all these considerations, it appears the intention and purpose of Congress in referring the matter to the Postmaster General was to furnish an arbiter or tribunal, invested with all the faculties and powers necessary to a full investigation, and final determination of the controversy.

11th. The former case, appealed from the Court of Claims, was pending on appeal in this Court when the resolution of 1870 was passed. That appeal was then withdrawn or discontinued. It was, therefore, in effect the reference and submission of a pending suit.

CITATION OF AUTHORITIES.

"Submission is the technical designation of that contract by which parties agree to refer matters which are in dispute, difference, or doubt between them to be finally decided by the award of judges named by the parties, and called arbitrators."

Morse on Arb. and Aw., p. 36.

AN ACT OF CONGRESS IS NECESSARY TO SUBMIT THE RIGHTS OF THE UNITED S..ES TO ARBITRATION.

United States *vs.* Ames, Wood and Min., pp. 89, 90.
United States *vs.* Nicholl, 1 Paine's C. C. R., 649.

THE POSTMASTER GENERAL, UNDER THE ACTS OF 1857 AND 1870, WAS A JUDGE OR ARBITRATOR INVESTED WITH QUASI JUDICIAL POWER.

United States *vs.* Kendall, 12 Peters, 611.
Wilcox *vs.* Jackson, 13 Ibid., 511.

Kendall *vs.* Stokes, 3 How., 87.
De Groot Case, 9 Op. Att'y Gen'l, 481.
Washington Aqueduct, 9 Ibid., 494–5.
De Groot *vs.* United States, 1 Court of Claims, 97.
Same *vs.* Same, 5 Wall., 428.
Carmick & Ramsey *vs.* U. S., 2 Ct. of Cls., 126.
United States *vs.* Adams, 7 Wall., 463.
Same *vs.* Child & Co., 12 Id., 232.
Comegys *vs.* Vasse, 1 Pet., 212.
Meade *vs.* United States, 2 Court of Claims, 277.
Same *vs.* Same, 9 Wall., 691.

The law implies an agreement to abide the result from the mere fact of submission.

Smith *vs.* Morse, 9 Wall., 76.

"Courts will always seek to uphold a submission, in spite of a defect in formality, according to the obvious intent of the parties."

McAdams' Ex'rs *vs.* Stilwell, 13 Pa. St., 90.
Large *vs.* Passmore, 5 S. & R., 51.
Harris *vs.* Hayes, 6 Binn., 422.
And see Morse on Arb., p. 47.

The tendency of courts is to construe with great liberality statutes permitting submissions.

Morse, p. 57.

"Courts will always seek to put as liberal, large, and comprehensive a construction upon the submission as the apparent intent of the parties to it will admit."

Morse, p. 59, and cases cited in notes.

Submission of "a claim" involves both the "legality" and "amount" of the claim.

Colcord *vs.* Fletcher, 50 Maine, 398.
Morse, p. 60.

Even if the submission be *indefinite*, the court will seek to uphold it.

Morse, p. 61, and cases cited.

The award is mutual, certain, and final, and according to the submission.

The Statutes here constitute the submission or reference. And no allegation that the referee exceeded his authority.

The presumption of law is always in favor of validity.

Myers *vs.* R. R., 2 Curtis C. C., 28.

Lamphire *vs.* Cowan, 39 Vt., 420.

Hayes *vs.* Forskoll, 31 Me., 112; and see Morse, 179.

Under his power referee may give interest where the law would not allow it.

Morse, pp. 185 and '6, and notes.

May go behind a receipt in full.

Maynard *vs.* Frederick, 7 Cush., 247.

Morse, 197, and note 2.

Arbitrator the final judge of law and fact.

Morse, p. 214, and notes.

In the United States the doctrine is established that arbitrators are not bound by the strict principles of the law, but may decide according to their general views of what is right, just, and conscientious in the case.

See Morse, 216 and 217, 218, 219, and 220, and cases cited.

See also Chorpenning *vs.* The United States, 3d Court of Claims, 140.

So if there be no re-enactment of the act of 1857, yet it is in *pari materia* with the resolution of 1870, and therefore as one statute.

Patterson *vs.* Winn, 11 Wheat., 385-'6.

Dubois *vs.* McLean, 4 McL., 489.

What is implied in a statute is as much a part of it as what is expressed.

United States *vs.* Babitt, 1 Bl., 61.
Gelpcke *vs.* Dubuque, 1 Wall., 120.
United States *vs.* Saunders, 22 Wall., 492.

A statute is to be interpreted not only by its exact words, but also by its apparent general purpose.

The act of June 8, 1872, referred to the Court of Claims the claim of the heirs of Col. Francis Vigo, "with full jurisdiction to adjust and settle the same." Was this a mere ministerial power?

See case in Supreme Court, 1 Otto, 540.

In United States *vs.* Farragut, 22 Wall., 420, Mr. Justice Miller says:

"Where the award finds facts it is conclusive, where it finds or announces concrete propositions of law unmixed with facts, its mistake, if one is made, could have been corrected in the court below, and can be corrected here. Where a proposition is one of mixed law and fact, in which the error of law, if there be one, cannot be distinctly shown, the parties must abide by the award."

The very principle of this case was ruled in United States *vs.* Ferreira, 13 How., 40.

There to carry out the treaty with Spain, of February 22, 1819, Congress passed the act of March 3, 1823.

By this law the United States district judges of the Territory of Florida, were "authorized and directed to receive and adjust" certain claims under the treaty. Where they decided in favor of the claimants they were to report that decision with the evidence—

"To the Secretary of the Treasury, who on being satisfied that the same is just and equitable, and within the provisions of the said treaty shall pay the same," &c.

Mr. Chief Justice Taney says:

"The authority conferred on the respective judges was nothing more than that of a commissioner to adjust certain claims against the United States; and the office of judges, and their respective jurisdictions are referred to in the law merely as a designation of the persons to whom the authority is confided, and the territorial limits to which it extends. The decision is not the judgment of a court of justice. *It is the award of a commissioner.* The act of 1834, calls it an award. And an appeal to this Court from such a decision, by such an authority, from the judgment of a court of record, would be an anomaly in the history of jurisprudence. An appeal might as well have been taken from the awards of the board of commissioners under the Mexican treaty which were recently sitting in this city."

Speaking of the power of revision given in that case to the Secretary of the Treasury, the learned Chief Justice says:

"No claim, therefore, is due from the United States until it is sanctioned by him; and his decision against the claimant for the whole or a part of the claim as allowed by the judge *is final and conclusive.* It cannot afterwards be disturbed by an appeal to this or any other court, or in any other way without the authority of an act of Congress."

I present lastly, what appears to me absolutely conclusive on this subject of interpretation and construction. It is the list of congressional enactments contained in the appendix to this brief. They commence with the adoption of the Constitution of the United States, and have been continued to the present day. They refer disputed and unliquidated private claims to various persons and officers of the Government, to be "audited," "adjusted," "liquidated," "settled," "allowed," and paid. And in these multiplied instances, running through a century of unbroken usage, there are, so far as diligent research disclosed to me, but three or four instances where Congress has, subsequent to the settlement, interposed

to prevent payment. These instances were peculiar, and will be adverted to in a subsequent part of this brief. So that this Court, in the Kendall cases, in 12 Peters, and 3 Howard, were but affirming and recognizing the usage of the Government up to that time. And since then, in the light of that decision, and in full recognition of its justice and propriety for forty years' more, Congress has, in numerous and repeated instances, passed similar laws; has expressed no dissent, manifested no other intent. But year after year Congress has continued to pass these laws. They have referred many hundred claims and accounts, involving many millions, to these designated officers. And they have adjusted, decided, and paid them, without one word of dissent from Congress. This, until the organization of the Court of Claims, was the usual, if not universal method of determining claims upon the United States, involving disputed facts, as controverted questions of law. We must, therefore, conclude that Congress expected and intended, our acts being similar, should be construed in the same way.

II. IF NOT A TECHNICAL SUBMISSION AND AWARD, IS IT NOT AN ACCOUNT STATED, BY MUTUAL AGREEMENT?

"If two persons having dealings together balance their accounts, the law implies that he against whom the balance appears, has engaged to pay it to the other, *though there be no actual promise;* and upon such implied promise an action of *indebitatus assumpsit* will lie."

3 Bl. Com., 164.

Comyn on Cont., 417, 3 Am. Ed.

"The acknowledgment by the defendant that a certain sum is due creates an implied promise to pay the amount, and it is not necessary to set forth the subject matter of the original debt."

2 Mod., 44; 2 T. R., 480.

1 Chitty's Pl., 301.

The present rule is, that if a fixed and certain sum is admitted to be due to a plaintiff, that will be evidence to support an account stated.

Per Parke & Alderson, B. B. Porter *vs.* Cooper, 4 Tyr., 264.
1 Cr. M. & R., 387.
1 Chitty's Pl., 391.
See also, Note (b.,) p. 391.

"*Arbitrators are the agents of both parties;* their acts are therefore equivalent to the acts of the parties themselves. Thus a balance found by them is substantially the same as a balance struck by the parties themselves. It is true that the latter may be opened, explained, and corrected, and the former is final; but this (says the court in Hays *vs.* Hays, 23 Wendell, 363; 24 Id., 258) only proves that arbitrators are a more solemn kind of agents, through whose acts the parties may, if they please, estop themselves just as they may by their own acts; as if they choose to release under seal."

Morse on Arb., 106.

Chief Justice Gibson, in 2 Harris, 399, says:

"An award is the act of the parties, performed through their agents, and assented to by them in advance."

A settled account is, in general, binding; to be otherwise, fraud or mistake should be shown.

Perkins *vs.* Hart, 11 Wh., 237.
Conrad *vs.* Nicoll, 4 Peters, 295.
Lawrence *vs.* Schuylkill Nav. Co., 4 W. C. C., 562.

Even an account rendered, and not objected to within a reasonable time, is deemed an account stated, and admitted as *prima facie* correct.

Wiggins *vs.* Burkham, 10 Wall., 129.

And is a bar to an action or bill to account.

Baker *vs.* Biddle, Bald., 394.
Hopkins *vs.* Page, 2 Brock, 20.

Take, then, the position of the United States here, and sustained by the Court of Claims, that the matter was referred to Mr. Creswell, not as an arbitrator or referee, but as an officer invested with special authority to investigate and adjust the claims of Chorpenning. What follows? Necessarily this, that he was the authorized agent of the United States, not only to "investigate," but to "*adjust*" the claims. What is it to "adjust?" Webster says it is "*to settle or bring to a satisfactory state, so that parties are agreed as to the result.*" Could the elements of an account stated, as held and considered in law, be more clearly and tersely described and defined than is done in this definition of the controlling word in this law? Did Congress, then, by the use of the word "*adjust*" mean that, with the acquiescence and concurrence of the claimant, the Postmaster General should *settle* these claims of Chorpenning in such manner as to bring them to an agreed or satisfactory result? And did Congress make him the agent and organ of the United States for that purpose?

To hold that the import and purpose of the resolution is less than this, would do violence to both the terms and tenor of the enactment. To suppose that Congress did not intend what the terms employed clearly import, would be to charge them with ignorance or baseness. It would be scandalous to even surmise that Congress intended to treat it as a binding adjustment and settlement if in favor of the United States, and without force or validity if against them. Yet such appears to be the view of the Attorney General and the Court of Claims.

The Postmaster General was not an accounting and adjusting officer of the United States. He had no general powers upon the subject matter. He had only such authority as the reference to him gave him by its terms and intent.

But if he had been an accounting officer the law would have given the exact effect to his adjustment or settlement that I claim for it here.

The act of March 30, 1868, (15 Stat., 54,) provides:

"That the act of March 3, 1817, entitled 'An act to provide for the prompt settlement of public accounts,' shall not be construed to authorize the heads of departments to change or modify the balances that may be certified to them by the Commissioner of Customs or the Comptroller of the Treasury, but that such balances, when stated by the Auditor and properly certified by the Comptroller, as provided by that act, shall be taken and considered as final and conclusive upon the Executive branch of the Government, and be subject to revision only by Congress or the proper courts."

Here there was no attempt at review or revision by Congress. How far the power, in this view, might have been exercised, it is, therefore, unnecessary to inquire. For to revise, reinvestigate, review, does not mean to annul, to avoid, to destroy.

I conclude, therefore, that the reference made by the joint resolution of 1870, to the Postmaster General of these claims for investigation and adjustment—the acquiescence of the claimant, by presentation of his claims and proofs, and the definite result announced by the Postmaster General, and that result consented to by the claimant, constitute an account stated. That such an account stated is *prima facie* evidence that the amount thereby found due is owing to the claimant. And in the absence of proof showing mistake or fraud it is conclusive. And subsequent dissent or disapproval by one party, cannot annul or destroy its legal force and effect.

1st. The stating of the account alters the nature of the debt, and is in the nature of a new promise or undertaking.

See 2 Green Ev., secs. 126, 127, and 129.
1 Chitty's Pleadings, p. 391.

2d. It is an admission made by a party authorized by law that so much was due to the claimant.

See Opinion of Att'y Gen'l Bates, 10 Opinions, 62.
Kelly *vs.* Crawford, 5 Wall., 790.

3d. An award made by an arbitrator, where there is no submission bond, may be recovered under this count.

1 Chitty's Pl., p. 391.
1 Esp., 94.
Tidd's Prac., 9th ed., 834.
5 Tenn. Rep., 5.

4th. To open such an account, fraud or mistake must be shown.

Wilcocks *vs.* Phillips, 1 Wall., Jr., 66, 47.
Martin *vs.* Acker, 1 Bl. & H., 279.
Perkins *vs.* Hart, 11 Wheat., 237.
Conrad *vs.* Nicoll, 4 Peters, 295.
Harden *vs.* Gordon, 2 Mass., 541.
See also Chitty on Contracts, 566, *et seq.*

On both grounds, therefore, 1st. As an award; 2d. As an account stated, we are entitled to judgment in the case.

The Court of Claims bases its judgment principally upon two grounds:

1st. That Congress did not in terms or intention refer the claims to the Postmaster General for settlement and decision, but for a report which could have no legal effect, until subsequently ratified and adopted by Congress.

2d. That the subsequent repeal of the joint resolution of 1870 annulled and destroyed the findings of the Postmaster General.

I. Both these grounds rest almost solely on the case of Gordon *vs.* United States, 7 Wall., 193.

That case, properly understood and applied, is in perfect accord with our positions here.

In that case four different acts were passed. The first, April 12, 1848, (9 Stat., 712,) directed the Second Auditor

of the Treasury to examine and adjust the claims of the claimant upon principles of equity and justice, and directed the same to be paid. Under this act three separate and distinct allowances were made and paid. 1st, April 22, 1848, $8,873; 2d, in December, 1848, $8,997.94; 3d, and sometime afterwards, $10,004.89.

On the application of the claimants Congress passed an act, December 22, 1854, (10 Stat., 835,) authorizing the Second Auditor to re-examine the case, &c. Nothing was done under this act.

June 3, 1858, a joint resolution was passed, (11 Stat., 553,) transferring the duties to the Secretary of War. Under this the Secretary of War allowed and paid to claimants the further sum of $39,217.50.

The heirs of Fisher applied again to Congress, and procured the passage of the joint resolution of June 1, 1860, (12 Stat., 873,) under this resolution the Secretary of War allowed to the claimant the further sum of $66,519.85.

On March 2, 1861, Congress passed a joint resolution, declaring that the joint resolution of June 1, 1860, "be, and the same is hereby rescinded, and the same, and all proceedings under it, are hereby made null and void."

In the case of Carmick *vs.* The United States, (2 Court of Claims, 126,) the counsel for the claimant, with great earnestness contended, that the Fisher case was an authority against the conclusiveness of the award, and its acceptance by the claimant; but the Court in the opinion (pp. 138 and 139) reviews and analyzes that case, and shows conclusively, I think, that it did not come within the principle of a final award.

Afterwards, the Fisher case was heard on appeal, in the Supreme Court—the judgment of the Court of Claims was affirmed. The grounds assumed in the opinion of the Supreme Court are substantially the same as those referred to in the Carmick and Ramsey case:

1st. That it was apparent from the acts of the parties, Congress and the claimant, that they had mutually agreed to consider the various acts and resolutions, and the findings of the officers under them, not as references and awards, but mere statements and restatements of the accounts, for the information of Congress.

2d. That this intention being apparent, the Secretary of War acted *ministerially* and not *judicially*.

3d. That the later acts and resolutions having made no provision for payment of the awards showed that it was only intended to be a statement of the matter, to be submitted to Congress, and that Congress reserved to itself the final disposition of it.

4th. The facts in the case showed that the officer to whom the claim was referred, had in this, as in the DeGroot case, both exceeded and abused the power conferred on him by Congress, and that his finding was a nullity on that ground.

This Gordon case does not profess or intend to overrule, or even shake, the cases of United States *vs.* Kendall (12 Peters, 524) or Kendall *vs.* Stokes (3 How., 87.) On the contrary, it is in perfect harmony and accord with them. And in the subsequent cases of Adams, (7 Wall., 463,) and Child & Co., (12 Wall., 232,) and other cognate cases in this Court, the principle of those cases is distinctly recognized and its operation and effect greatly enlarged and extended.

To this point see also the opinion of Mr. Justice Grier in the Gordon case, (7 Wall., p. 195.)

So that it was because the various and repeated acts of reference taken together, and construed in connection with the acts and conduct of the parties showed they were not intended to be submissions, or final settlement and statements of accounts. The Court of Claims say upon this point—

"The majority of the judges believe that the various acts and resolutions of Congress in this case emanated from a desire to do justice, and to obtain the proper information as a basis of action, *and were not intended to be submissions to the arbitrament of the accounting officer.* They were designed as instructions to the officer by which to adjust the accounts, Congress reserving to itself the power to approve, reject, or rescind, or to otherwise act in the premises as the exigencies of the case might require. In other words, these references only require the officer to act in a ministerial, not in a judicial capacity."

Gordon *vs.* United States, 1 Court of Claims, pp. 5 and 6.

And this is substantially the view of the Supreme Court in that case.

These views were urged upon the Court of Claims in the subsequent case of Carmick & Ramsey, 2 Ct. of Cl., 126; Kellogg's case, 2 Ibid., 310; Gilbert's case, 1 Ct. of Cl., 108; and in Chorpenning's case, under the act of 1857, 3 Ct. of Cl., 140. In the latter, all these opinions are reviewed, and the Court says:

"These facts and opinions strengthen the conviction that it was the intention of Congress to commit the discretion of settling the claimant's demand to an officer peculiarly able to reach a just and intelligible conclusion, and possessed of all the knowledge and experience necessary to enable them to be adjusted according to the established usage of the Department. It therefore seems to us that the Postmaster General was invested with an exclusive jurisdiction of the case which was necessarily final."

3 Ct. of Cl., p. 149.

Judge Loring says, p. 149:

"I think the act of Congress of March 3d, 1857, made the Postmaster General an arbitrator. The second section of the act authorizes him to assess damages for the suspension of a contract. This is the function of an arbitrator, and is not the function of a mere accountant. And it is not inconsistent with the office of an arbitrator, that, in

connection with his proper duties, he should state an account upon terms prescribed, relating to the same subject matter."

These views prevailed, and judgment in favor of the United States was entered. That judgment was pending on appeal in this Court when the resolution of 1870 was passed; and was then withdrawn by the claimant.

The additional claim in respect of route No. 12,801, was entirely for unliquidated damages; and it was "to be *settled* as provided for the service named in said act of March 3d, 1857."

The words of these acts, the surrounding circumstances, the conduct of the parties, the object and purpose of the enactments, the reservation of the right of appeal, show that it was the manifest intention of Congress that the findings of the Postmaster General, under the powers conferred, should be final and conclusive, except so far as they might be changed or modified by judicial proceedings.

II. The second ground is that the repeal of the joint resolution on February 9, 1871, annulled and avoided all proceedings under it.

This is predicated on the first point; it presupposes that the Postmaster General had no power or authority under the acts to adjust or settle the claims, but merely to investigate the matter, collate information upon it, and report to Congress. The premises being admitted, the conclusion would follow.

But if it were a submission to arbitration, or a reference for stating an account, in either case the position is untenable, for then the award or account stated would vest such a right in the claimant that it could and would not be divested by the subsequent repeal of the law. The right to the amount awarded or stated then became his property, and he could not be deprived of it by a legislative act, without

just compensation, nor otherwise, unless by due process of law.

But is there anything in the repealing act which indicates any intention on the part of Congress to make the repeal thus retrospective?

1st. There are no words of retroactive import in the repealing act. In the Gordon case it enacted: "and all proceedings under it (the repealed act) are hereby made null and void."

What, then, is the effect of the repealing act upon this award or account stated? Simply nothing. For if it was either, Congress could not revoke the power to make it after it was made.

Morse on Arb., 229 and 230, and the cases cited in the notes.

But the repealing act does not propose to do this. It can have and has full operation and effect, without giving it this retroactive operation. As, for instance, the repeal cuts off:

1st. All power and authority of the Postmaster General to make further allowances under the acts.

2d. It cuts off the right of appeal by the claimant to the Court of Claims.

3d. It prevented the payment of the award.

4th. It was intended to give time and opportunity to the United States to examine into the settlement, and if found to be unjust or fraudulent, to enable them to apply to a court of equity to set it aside or enjoin further proceedings on it.

Thus it will be seen that the repealing act can have a reasonable construction, a just and fair purpose, full scope and effect, without attributing to Congress any design to divest

rights acquired under the former law, to make it retrospective in its scope or retroactive in its operation.

And the law, in this and all other courts of authority, is well settled that in the absence of express terms necessarily implying a purpose and intent to make a law retroactive, it will be held to be prospective only. And especially is this so where the effect of such a retroactive operation would be to divest rights legally acquired under the repealed statute. Courts will not presume that the legislature intended to enact wrong or organize injustice. Courts are always inclined, sometimes even astute, to avoid such a conclusion.

AUTHORITIES.

On the day before the statute of frauds took effect (24 June, 1677,) a verbal promise was made to give a sum of money in consideration of marriage. On suit and plea that the statute required it should be in writing—*Sed per curiam.*

"It cannot be presumed that the statute was to have a retrospect so as to take away a right of action which the plaintiff was entitled to before the time of its commencement."

Gilmore *vs.* Shuter, 2 Levintz, 227.
Dwarris on Statutes, 540, and cases there cited.

The rule that a statute has no retroactive operation unless it clearly appears from its terms, that such was intended by the legislature, has been adopted in all its length by the Supreme Court of the United States.

McEwen *vs.* Bulkley, 24 How., 242.
Harvey *vs.* Tyler, 2 Wall., 329.
Schenck *vs.* Peay, 1 Wool., 175.

And not even then when it will impair vested rights.

Exparte Billing, 3 Bennett, 212.
Twenty Per Cent. Cases, 20 Wall., 179.
3 Cranch, 399.

WHERE PRIVATE RIGHTS HAVE VESTED UNDER STATUTES, THOSE RIGHTS ARE UNAFFECTED BY THE SUBSEQUENT REPEAL OF THE STATUTES.

Twenty Per Cent. Cases, 20 Wall., 179.
Cooley on Con. Lim., 284, and the numerous authorities there cited, and 290 and Note 3.
Christ Church *vs.* Phila., 24 How., 300.
Salt Co. *vs.* East Saginaw, 13 Wall., 373.
Rice *vs.* Railroad, 1 Black, 358.
State of Pa. *vs.* Wheeling Bridge Co., 18 How., 431.
Terret *vs.* Taylor, 9 Cranch, 50–1.
Pawlet *vs.* Clark, Id., 292.
United States *vs.* Klein, 13 Wall., 144.
2 Sto. on Const., § 1790.
Steamship Co. *vs.* Joliffe, 2 Wall., 450.
Corliss Engine Co. *vs.* United States, 1 Otto, 321.
Hope Mining Co. *vs.* United States, 1 Sawy., 710.

IF THIS BE AN AWARD OR ACCOUNT STATED, THEN A STATUTE ATTEMPTING TO IMPAIR OR ANNUL IT WOULD BE UNCONSTITUTIONAL AND VOID.

Cooley on Const. Lim., 284 to 294.
Steamship Co. *vs.* Joliffe, 2 Wall., 450.
Smith's Com. on Const. Law, §§ 149, 366, 368, 375, *et seq.*
Cooley's Const. Lim., 362, 364, and notes.
9 Opin. of Att'y Gen'ls, 206.
United States *vs.* Klein, 13 Wall., 144.
Twenty Per Cent. Cases, 20 Wall., 179.

"A vested right of action is property in the same sense in which tangible things are property, and is equally protected against arbitrary interference. Where it springs from contract on the principles of the common law, it is not competent for the legislature to take it away."

Cooley's Const. Lim., p. 362, and the cases cited, Note 5.

"One of the fundamental objects of every good government must be the due administration of justice; and how vain it would be to speak of such an administration when all property is subject to the will or caprice of the legislature and the rulers."

Sto. on Const., § 1790.

In Fletcher *vs.* Peck, 6 Cranch, 137, this Court says:

"A legislative act conferring powers and privileges is a grant which, when accepted, amounts to an extinguishment of the rights of the grantor, and implies a contract not to re-assert that right; and therefore the legislature is estopped by its own grant."

Nor can a State divest such a right acquired under a law, by even changing its constitution.

County of Moultrie *vs.* Savings Bank, 2 Otto, 632.

Where a statute has authorized a municipal corporation to issue bonds, and to levy a tax to pay for them, and the bonds are in the hands of *bona fide* holders for value, *it is a contract, and cannot be annulled* by a repeal of the law.

Von Hoffman *vs.* City of Quincy, 4 Wall., 535.

McGee *vs.* Mathis, 4 Id., 143.

The very question here arose in the case of McCauley *vs.* Brooks, (16 Cal. Rep., 11.) There a legal and binding contract had been made with the State. The Legislature repealed the law under which it was made, and it was contended that the repeal annulled the contract; but His Honor, Mr. Justice Field, then Chief Justice of the Supreme Court of that State, says:

"The contract remained after the extinction by repeal of its parent act, possessed of the same operative and binding force as previously. The rights of the parties and their respective obligations became fixed by that instrument, beyond the reach of legislative power; they required for their enforcement no further legislation or reference to the act under which they were created, and were vested interests. The

premises constituting the prison grounds were leased for five years, and the leasehold interest was beyond the power of revocation. It was vested for that period, and the right to the $10,000 a month was equally so. Upon neither the right to the interest in the property or the money could subsequent legislation operate. The Constitution tolerates no such absurdity as the total destruction of a contract, whilst it inhibits attempts to impair its efficacy.

"If the proposition that a repeal of the act of March 21, 1856, discharged the appropriation, and rendered the contract no longer obligatory could be sustained, it is not perceived why repudiation of bonds issued under the various funding acts of the State may not, on the same grounds, be defeated. It would be a strange doctrine that a repeal of any such funding acts would impair the right of the bondholders; either for their interest or their principal.

"And yet the faith of the State would be no more pledged for their payment than it is to discharge the obligations of the contract in relation to the State prison. The contract with the bondholders and the contract with the lessee would stand upon the same footing. The repudiation of one would not be more odious than the other. If she can do one, she can do the other. If she can repudiate one, she can repudiate both. The truth is she can do neither."

In the case of The People *vs.* The Supervisors of Westchester, (4 Barb., 64,) which raised the question whether the damages done to an individual for the improvement of a highway, and which had been liquidated under a statute, could be divested by a repeal of the act under which they were assessed, the court says:

"Our conclusion is that upon principle, as well as authority, a legislative act, whether it be a positive enactment or a repealing statute, which takes away the vested rights of property of an individual for any purpose, (except where property is taken for public use and upon just compensation,) is to be adjudged invalid, as being above the power and beyond the scope of legislative authority."

Even a remedial statute will not be construed to act retrospectively unless that intent be clear.

People *vs.* Sup. of Ulster, 63 Barb., 83.
New York & O. & M. R. R. Co. *vs.* Van Horn, 57 N. Y., 473.

An amendment to a statute has no retroactive operation.
Benton *vs.* Wickwire, 54 N. Y., 226.

To the same effect is the case of Hunington *vs.* County of Berkshire, (22 Pick., 263,) and Commonwealth *vs.* Proprieors of New Bedford Bridge, (2 Gray, 350.) In this latter case Judge Bigelow says:

"By becoming a party to a contract with its citizens the Government divests itself of its sovereignty with respect to the terms and conditions of the compact and its construction and interpretation, and stands in the same position as a private individual. If it were otherwise, the rights of parties contracting with the Government would be held at the caprice of the sovereign, and exposed to all the risks arising from the corrupt or ill-judged use of power. The interpretation and construction of contracts, when drawn in question between the parties, belongs exclusively to the judicial department of the Government. The Legislature have no more power to construe their own contracts with their citizens than those which individuals make with each other."

The supreme court of Pennsylvania, in numerous cases, holds the same doctrine.

Mulloch *vs.* Lander, 5 W. & S., 198.
Rogers *vs.* Smith, 4 Barr., 93.
Lefever *vs.* Witmer, 10 Id., 505.
Bedford *vs.* Shilling, 4 S. & R., 401.
Commonwealth *vs.* Penn. Can. Co., 66 Penn. St., 41.

DOES THE STATUTE OF LIMITATIONS APPLY?

It does not, because the suit is not upon the original cause of action, but upon the award and account stated.

The original cause of action was merged in the award.

Morse on Arbitrations, 490, 491, and cases cited.
Chorpenning *vs.* United States, 3 Ct. of Cl., 148.
Duren *vs.* Getchell, 55 Maine Rep., 241.

It is like the case of a judgment in which the original cause of action is absorbed and merged.

IS THE CLAIMANT ENTITLED TO RECOVER INTEREST?

I contend that he is.

1st. Because the award is in the nature of a judgment, a settlement, a liquidation, which by common law, usage, and right, bears interest.

2d. Because it is in conformity with the practice and usage of the United States to allow interest upon such liquidated and ascertained claims.

3d. Because this liquidated and ascertained amount has been withheld at the instance of the United States, upon no valid, legal, or equitable grounds.

4th. I only claim interest from the date of the award or settlement.

The opposition to this view is based on the presumption that the United States is always ready and able to pay any just claims against them. But it is only a presumption. And that is overthrown when the debt is liquidated by judgment, award, or settlement, and the amount still withheld. There is probably no instance where a government holds itself absolved from the payment of interest on its debts, in bond, in judgment, or ascertained and settled by competent legal authority.

By the principles of the public law, interest is always allowed as indemnity for the delay of payment of an ascertained and fixed demand. There is no conflict of authority upon this question among the writers on public law.

This rule is laid down by Rutherford in these terms:

"In estimating the damages which any one has sustained, when such things as he has a perfect right to are unjustly taken from him, or WITHHOLDEN, or intercepted, we are to consider not only the value of the thing itself, but the value likewise of the fruits or profits that might have arisen from it. He who is the owner of the thing is likewise the owner of the fruits or profits. So that it is as properly a damage to be deprived of them as it is to be deprived of the thing itself."

Rutherford's Institutes, Book I, chap. 17, sec. 5.

In laying down the rule for the satisfaction of injuries in the case of reprisals, in making which the strictest caution is enjoined not to transcend the clearest rules of justice, Mr. Wheaton, in his work on the law of nations, says:

"If a nation has taken possession of that which belongs to another, IF IT REFUSES TO PAY A DEBT, to repair an injury or to give adequate satisfaction for it, the latter may seize something of the former and apply it to its advantage, till it obtains payment of what is due, together with INTEREST and damages." (Wheaton on International Law, p. 341.)

A great writer, Domat, thus states the law of reason and justice on this point:

"It is a natural consequence of the general engagement to do wrong to no one that they who cause any damages by failing in the performance of that engagement are obliged to repair the damage which they have done. Of what nature soever the damage may be, and from what cause soever it may proceed, he who is answerable for it ought to repair it by an *amende* proportionable either to his fault or to his offense or other cause on his part, and to the loss which has happened thereby." (Domat, Part I, Book III, Tit. V., 1900, 1903.)

"Interest" is, in reality, in justice, in reason, and in law, too, a part of the debt due. It includes, in Pothier's words,

the loss which one has suffered, and the gain which he has failed to make.

A government which withholds money due to a citizen, holds it as a trustee; and a trustee, in such case, is always bound for interest.

The diplomatic history of this country, too, shows that the United States have always insisted upon interest where money was due them, or their citizens, by treaty, and have paid it when coming from them.

A leading case was that before the Joint Commission between this country and Great Britain, under the treaty of 1794, and the treaty of Ghent, after the peace of 1815; and under the arbitrament of the Emperor of Russia, who decided that "the United States of America are entitled to a just indemnification from Great Britain for all private property carried away by the British forces." A joint commission was appointed for the purpose of hearing the claims of individuals under this decision. At an early stage of the proceedings the question arose as to whether *interest* was a part of that "*just indemnification*" which the decision of the Emperor of Russia contemplated. The British Commissioner denied the obligation to pay interest. The American Commissioner, Langdon Cheves, insisted upon its allowance, and in the course of his argument upon this question, said:

"Indemnification means a re-imbursement of a loss sustained. If the property taken away on the 17th of February, 1815, were returned now uninjured, it would not reimburse the loss sustained by the taking away and consequent detention; it would not be an indemnification. The claimant would still be unindemnified for the loss of the use of his property for ten years, which, considered as money, is nearly equivalent to the original value of the principal thing."

Again he says:

"If interest be an incident usually attendant on the delay

of payment of debts, damages are equally an incident attendant on the withholding an article of property."

In consequence of this disagreement the commission was broken up, but the claims were subsequently compromised by the payment of $1,204,960, instead of $1,250,000 as claimed by Mr. Cheves; and of the sum paid by Great Britan, $418,000 was expressly for interest.

In another case, under the treaty of 1794, Mr. Pinckney and Mr. Gore were commissioners on part of the United States, and Dr. Nicholl and Dr. Swabey on part of Great Britain, and in all instances allowed interest. In the case of "The Betsey" Dr. Nicholl stated the rule of compensation as follows:

"To reimburse the claimants the original cost of their property, and all the expenses they have actually incurred, together with interest on the whole amount, would, I think, be a just and adequate compensation. This, I believe, is the measure of compensation usually made by all belligerent nations, and accepted by all neutral nations, for losses, costs and damages occasioned by illegal captures." (Vide Wheaton's Life of Pinckney, page 198; also 265 note and page 371.)

See, also, report of Secretary of State, February 16, 1798, and Mr. King's letters to the Secretary of State.

Am. State Papers, Foreign Relations, vol. 2, pp. 387, 388.

So under commission with Spain, under treaty of October 27, 1795.

2 Am. St. Pap., For. Rel., p. 283.

So in the case of claims of American citizens against Brazil.

Ex. Doc. No. 32, 1st Sess. 25th Cong., H. Rep., p. 249.

So in the convention with Mexico, April 11, 1839.

House Ex. Doc. 291, 27th Cong., 1st session.

So under the treaty of Guadaloupe Hidalgo, and the recent Mixed Commissions with Mexico and Great Britain.

The advances made by the States in the Revolutionary War were adjusted under the acts of August 5, 1790, and May 31, 1794, and in all cases interest allowed.

For advances during the war of 1812, where the States paid interest it was repaid.

Virginia, 4 Stat., p. 132.
Maryland, 4 *id.*, p. 175.
Delaware, 4 *id.*, 192.
Pennsylvania, 4 *id.*, p. 241.
South Carolina, 4 *id.*, p. 499.

In Indian wars the same rule.

Alabama, 9 Stat., 344.
Georgia, 9 *id.*, 626.
Washington Territory, 11 *id.*, 429.
New Hampshire, 10 *id.*, 1.

The claim of Massachusetts for advances during the war of 1812 was settled under the provisions of the acts of Congress approved May 31, 1830, May 14, 1836, and March 3, 1859. 4 Stats. at Large, 428; 5 Stats., 132; and 11 Stats. at Large, 434.

Under these several acts the principal due for such advances was paid. In 1869 that State applied to Congress for the payment of the interest. Mr. Sumner, in his report upon the memorial introduced for that purpose, discussing this question of *interest*, said:

"It is urged that the payment of this interest would establish a bad precedent. If the claim is just, the precedent of paying it is one which our Government *should wish to establish. Honesty and justice are not precedents of which either Government or individuals should be afraid.*"

Upon this report Congress appropriated, July 8, 1870,

$678,362.41, in payment of this claim for interest made by the State of Massachusetts.

16 Stats. at Large, 198.

These cases and precedents are introduced to show the general views adopted and insisted upon by the United States in their intercourse with other nations and the States of the Union.

I proceed now to show that they have recognized and carried out the same doctrines and principles in their dealings with individuals.

In the act re-organizing the Court of Claims, March 3, 1863, (12 Stat., p. 765,) it is provided:

"And in cases where the judgment appealed from is in favor of said claimant, or the same is affirmed by the said Supreme Court, interest thereon at rate of five per centum shall be allowed from the date of its presentation to the Secretary of the Treasury for payment, as aforesaid; but no interest shall be allowed subsequent to the affirmance, unless presented for payment to the Secretary of the Treasury, as aforesaid: *Provided*, That no interest shall be allowed on any claim up to the time of the rendition of the judgment by said Court of Claims, unless upon a contract expressly stipulating for the payment of interest."

I refer also to the authorities cited in the learned argument of Mr. Wm. Penn. Clarke, in the case of The United States *vs.* McKee, 1 Otto, pp. 445, 446, and 447.

I also cite the following additional.

Act July 2, 1836. Act for the relief of legal representatives of David Caldwell, deceased, 6 Stat., 664.

Act July 2, 1836, for relief of Don Carlos, de Hault Delassas, 6 Stat., 672.

Act May 25, 1872, for relief of James F. Joy, 17 Stat., 663.

Act February 14, 1873, for relief of W. L. Utley, 17 Stat., 729.

I refer also to the opinion of Mr. Justice Miller, in the same case of United States *vs.* McKee, 1 Otto, p. 451.

As the learned Justice says: "the general, but not uniform rule, has been to disallow interest on unliquidated and disputed claims." But I contend that these citations show, that the rule has been general, though perhaps not universal, to allow interest in all cases evidenced by a judgment, award, or settlement, especially where the amount of the claim, and the liability of the United States for it had been established. Both these concur here. And I can see no reason why this rule, sanctioned by all just nations, adopted by this Government in its relations to foreign nations, the States of the Union, and its own citizens, *should not be applied here.*

I cannot close this Brief without calling the attention of your Honors to some general features and aspects of this case.

The reference was to a high officer of the Government, a Cabinet minister. If he had any prepossessions or predilections, they were all in favor of the United States. He had all the means, facilities, experience, and knowledge of the subject matter to reach a correct and just conclusion. Moreover, he was known to be a lawyer of ability and experience. His analysis and statement of the case contained in this record shows that he had thoroughly investigated and fully understood the controversy in all its details and bearings. Neither mistake of law or fact is alleged against his report; nor could such an allegation be successfully maintained. That error in fact or judgment might be set up by the United States, if they believed either to exist, I placed it in the attitude of an account stated, as well as an award. None is alleged, and none can be shown. Still less grounds exist for the slightest suspicion of fraud or corruption. More than twenty years ago this claimant expended and invested a large fortune, the accumulations of enter-

prise and successful business, in preparations to fulfill these contracts with the United States. Those acting for the United States believed that the public interests required the changes, suspensions, and annulments of these contracts that were ordered. The law confided to them the right and power to act as they did. But every principle of law, justice, and right required, that the claimant should be compensated for the injury this entailed upon him.

In his efforts to obtain this, he has been met at every step, by delay, technical shuffling and quibbling, abuse and suspicion. He and his counsel congratulate themselves, that the case is now to be submitted to the final determination of this high tribunal, where only the truth, the right, the law, and the justice of the case will be permitted to affect the decision.

CONCLUSION.

I think I have maintained—

1st. That there was a mutual submission by Congress and the claimant, of the matters in dispute to the Postmaster General, as a referee or arbitrator.

2d. That he has made a valid and legal award on the subject matter submitted.

3d. That such award is final and conclusive, and subject only to be impeached for fraud or corruption.

4th. That at all events, his findings were a stated account, *prima facie* right, until overthrown by countervailing proof.

5th. That there is nothing in the act of 1857, or resolution of 1870, which will bear the construction, that the report of the Postmaster General should be subject to the revision or disposal of Congress.

6th. That the award or finding, vested the right to the sum thereby found to be due, in the claimant.

7th. That the repealing act did not attempt to annul or impair, by retroactive operation, the legal effect and validity of the award or stated account.

8th. That if the repealing act had so attempted or intended, it would have been inoperative, unconstitutional, and void.

9th. That the action being founded upon the resolution of 1870, the award and the account stated, and that having been brought within six years after the passage of the resolution, the award, and accounting made, no question can arise on the statute of limitations.

10th. That upon the whole case it, being settled, certain, and liquidated, both as to liability and amount, the claimant is entitled to judgment for the amount of the award, or account stated, with interest from December 23, 1870.

JOS. CASEY,
Attorney for Claimant.

Supreme Court of the United States.

OCTOBER TERM, 1876.

No. 643.

George Chorpenning, Appellant,

vs.

The United States.

APPEAL FROM COURT OF CLAIMS.

APPELLANT'S BRIEF IN REPLY.

JOS. CASEY,
Attorney for Appellant.

Judd & Detweiler, Printers.

Supreme Court of the United States.

OCTOBER TERM, A. D., 1876.

No. 643.

GEORGE CHOPPENNING, Appellant,

vs.

THE UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

REPLY OF APPELLANT.

I.

The position that the Postmaster General acted in the in the premises simply as an accounting officer cannot be maintained:

1st. Because the matters to be decided were not matters of account. On the contrary, under the first two contracts, the claims were for extra compensation, for extra services, involving the ascertainment of disputed facts by testimony and proof extraneous to the contracts, and not upon express contracts, official vouchers and records, which make up the matter of ordinary settlements of public accounts.

2d. If the matters to be determined under the act of 1857 and resolution of 1870 had been regarded by Congress as only matters of account, they would

have been referred to the accounting officers, and not to the Head of the Department. Not being such, however, Congress aimed to secure the highest ability and responsibility, because the matters to be determined involved in the highest degree judgment and discretion, and not mere matters of account.

3d. The new claim included in the resolution of 1870, for the curtailment and annulment of contract on route 12,801, was a pure matter of unliquidated damages. It was one which accounting officers, as such, had no jurisdiction or power over. It was essentially a claim for the decision of a judge, a jury, or arbitrator, or referee; but in no sense one for an accountant.

4th. The numerous instances referred to in the appendix to appellant's brief, where Congress, by special acts, referred disputed and unliquidated claims to the accounting officers to be adjusted and settled finally, and paid, makes it clear that, in those instances, they were not exercising the general functions of their offices; no more than were the judges of the district courts in Florida exercising their judicial powers and functions in settling claims under the Spanish treaty, that were drawn in question in The United States *vs.* Fereira, (13 How., 40,) quoted in my brief in pages 22 and 23.

5th. I submit with great deference, in opposition to the view of the learned Solicitor General, *that if it had been the subject of settlement by the accounting officers, and the proper Auditor and Comptroller had settled and stated the account, and found the balance claimed here, and the Postmaster General had refused to draw his warrant, it would support this action, and the account stated would be prima facie proof of the claim.*

This appears to be the clear and necessary interpretation of the act of March 30, 1868, (15 Stat., 54,) quoted

at length in brief, p. 27. *These settlements have the force and effect of accounts stated;* and in that is implied a promise to pay the amount, unless it can be shown that there is error or mistake in the account as stated.

6th. The need for special legislation in this case was not a matter of "obstruction in point of administration;" but the total absence of all power or authority in any body, or officer, to act in the premises, without this special legislation. There was certainly none under the act of 1817, or any other general law then in force. Besides, the Postmaster General never possessed any authority, as an accounting officer, under any general law of the United States.

II.

It is insisted that when Congress refers a claim to the accounting officers for "*investigation and adjustment*," it is to be presumed that it is for information upon which to base future legislative action.

1st. This reference, as I have shown, was not to an accounting officer, and the presumption, if it exist at all, does not apply here. The Postmaster General could not change or modify a single account in his department. He had a simple, final veto by refusing a requisition in the case—but that was all.

2d. *But there is no such presumption.* Such a presumption could only arise from long continued usage—the usage is the other way—as my Appendix clearly shows. When Congress wanted information, and contemplated further legislative action, it made express provision for a report to it. (See Appendix, Cutling's act, p. 6; Mackey, p. 36; Blodget act, p. 61; William Otis, the adjustment to receive the sanction of the President before payment, p. 67; Jennings

and Roddy act, p. 77; Farrow & Harris, p. 78; Dibble, p. 102; Shane & Godfrey, p. 105; Picket and others, p. 123; Sawyer, p. 136, and many others.) *The usage is entirely the other way. Of the nearly seven hundred private acts in the "Appendix," ninety-seven per cent. of them provide for the final disposition of the claim, by the officer to whom they are respectively referred; and for payment without report to, or special appropriation by, Congress, after the settlement. The usage and presumption, if any there be, are the other way.*

This construction by the United States puts out of view and utterly ignores the existence of the act of 1857. Is it claimed that under that act only a report to Congress was provided for? In view of its terms and provisions such a claim would be absurd, and is not made. But is not the act of March 3, 1857, the basis, the rule and the authority for the settlement made by Postmaster General Creswell? *His investigation and adjustment is to be "under the act of* 1857," "*on the basis of compensation allowed by said act.*" "*To be settled as provided for the services named in said act of March* 3, 1857." And that act, in express and explicit terms, provides for a final settlement, and payment of the claim. The settlement of the claims embraced in the act of 1857, and the new matter of route No. 12,801, could not be adjusted under the act of 1857—upon the basis of the compensation allowed by it, and as provided for the services named in it—if Congress contemplated and intended the total and radical change the United States now contend for.

The construction claimed by us does not hamper or restrict Congress. For if Congress, desires to revise or review the settlement, it need only say so, or provide for a report of the facts to Congress. The cases cited above, and many others show that this was well understood by Congress. And when fur-

ther legislative action was contemplated, appropriate terms and expressions were used, and a report specially ordered.

In the Kendall case, 12 Peters, 611, where the act expressly required the solicitor to "*report to Congress at its next session, the law and the facts upon which his decision has been founded*," this court held that even then there was no intention manifested on part of Congress to revise the decision, because the Postmaster General was directed to credit the amount found due by the solicitor: And the two were inconsistent and repugnant. But surely not more so than the direction to pay, and the reservation of the right of appeal in our acts.

3d. That the clause in the resolution of 1870, for an appeal by claimant to the Court of Claims, favors the construction contended for by the United States surpasses my comprehension. To make it serve this purpose, however, it is necessary to contend that the appeal was not to that court as a judicial tribunal. But merely as a revising accounting board, to examine and restate the account and facts. The Court of Claims is a judicial tribunal, and Congress could only impose upon it, as a court, judicial duties. As such it could not exercise subordinate ministerial functions. They might be conferred on the judges, as descriptions of the persons, as was done in United States *vs.* Fereira, 13 How., 40. But here it is expressly an appeal to it as a court. This, too, while it is claimed that Congress, irrespective of such appeal, had absolute control of the subject-matter at the same time.

The utter incongruity and repugnance of such a construction I have pointed out in my brief. And

there is not even an attempt to reconcile them in the brief of the United States.

4th. Our position is, that the action of the Postmaster General was final as to both parties. As to the claimant, giving him the right of review before the Court of Claims. As to the United States, they possessing the right to go into equity, to set aside the award, or account stated for error of fact or law, or fraud or mistake. It was final as to both—in the same sense in which every award or accounting is final. That is, it was final, unless set aside for some good cause.

III.

It is sought to give the repealing act a retrospective and retroactive character and operation, without any words expressing or even implying such an intention on the part of Congress.

The authorities cited in the Brief are clear and full to the point, that this cannot and will not be done. Especially so, where it can have a prospective purpose and operation. That this repealing act can and does have such a purpose and operation is admitted by the learned Solicitor General. *He says it was intended and did cut off the right of appeal by claimant to the Court of Claims.* I concur in that. But I go further, it prevented the Postmaster General from revising his findings and making additional allowances. The record shows that he had rejected over $400,000 of the appellant's claim made before him. It was intended to prevent the payment authorized by the act of March 3, 1857. It was intended to suspend action on the award or finding until it could be investigated and found out whether there was corruption, fraud, or mistake.

Six years have now elapsed since this report was made.

It has been the subject of close and unfriendly investigation in Congress. It has been subjected to the searching scrutiny of the Department of Justice; to the successors of the Postmaster General, who made the adjustment; and, up to this hour, there is not one syllable to impeach the justice of one dollar of this allowance. I submit, therefore, with great confidence to this high tribunal that not only justice to this appellant, but regard for the honor and credit of the nation, require that these narrow, strict, technical objections, made to this act of national justice, should be overruled, and that this honest debt, by the solemn judgment of this Court, should be placed beyond the reach of further cavil or controversy.

IV.

This case has not one feature in common with the Gordon case. That case, as originally presented to Congress, was for less than $10,000. Under the first act two awards were made and paid amounting to $19,002.83. Under a subsequent act he was allowed and paid $39,217.50, or in all $58,220.33; and the last report, which Congress arrested by the repeal, was for an additional sum of $66,519.85. It was a clear case of monstrous fraud. The repeal could have been sustained on that ground alone. There had been four different acts allowing restatements of the claim in that case. The whole of the large allowance last made, was for interest upon an unliquidated claim, without any authority in the act to allow such interest. *The repealing act in that case expressly annulled and avoided the report of the Secretary of War.* It was expressly, and in terms, made retroactive.

While in this case there is no serious pretence that the United States does not honestly owe every dollar allowed. Not a farthing in the finding for interest. The door was thrown wide open to the United States to impeach the honesty, justice, or legality of the finding. Nothing of the

kind was attempted, because it was unassailable and impregnable on these grounds. Now in view of all this—in view of the long and uniform usage of Congress in regard to similar claims—the solemn judgments of this Court in parallel cases, standing unreversed and unshaken, I ask that these narrow, technical views, shall not longer be permitted to defeat or postpone right and justice to this appellant.

Respectfully submitted,

JOSEPH CASEY,

Attorney for Appellant.

In the Supreme Court of the United States.

OCTOBER TERM, 1876.

GEORGE CHORPENNING, APPELLANT,
vs.
THE UNITED STATES.
} No. 643.

APPEAL FROM THE COURT OF CLAIMS.

Brief for the United States.

In the Supreme Court of the United States.

OCTOBER TERM, 1876.

GEORGE CHORPENNING, APPELLANT,
vs.
THE UNITED STATES. } No. 643.

APPEAL FROM THE COURT OF CLAIMS.

BRIEF FOR THE UNITED STATES.

The case is that the appellant, having claims upon contracts with the United States, applied, in February, 1870, to Congress to have them referred *to the Postmaster-General or other accounting-officer, with authority to adjust and settle them*, (Record, folio 5,) whereupon Congress passed a resolution (July 15, 1870) directing the Postmaster-General to *investigate and adjust* such claims.

In December, 1870, the Postmaster-General accordingly found that the United States owed to the appellant $443,010.60. In February, 1871, at the second session of the same Congress, the resolution of July, 1870, was repealed. In 1875 the appellant brought this suit in the Court of Claims *upon the adjustment made as above*, and, judgment having been rendered *against* him, appealed to this court.

weight as evidence, but this action is not brought upon the original contract. It rests entirely upon the *adjustment*, which it characterizes as *an award*, or, at all events, *stated account*.

It is submitted, in general, that Congress should be left *at full liberty* to refer to the accounting-officers of the United States, for investigation and adjustment by them, any claim prosecuted before it; that it will be presumed that such reference is for the purpose of future more intelligent action *by that body itself;* and that in the absence of such action it would be bad policy for the judiciary to treat any question provisionally adjusted upon such reference as being adjusted *for all purposes*. It seems that such a principle will result in greatly hampering future action by Congress intended to secure information *for itself*, information to be passed upon, accepted, or rejected by itself alone.

Whilst this is so in general, the resolution of July, 1870, has a special feature enforcing the suggestion in the present case. Congress provides by the last clause for an "appeal" by the claimant from the findings of the Postmaster-General to the Court of Claims, in case such findings should be unacceptable to him. That is, as I submit, Congress, understanding that the findings by the Postmaster-General would be merely a basis for its own future action, provided that as *it* was not bound, so also even the claimant should not be bound by them, but that at his instance the Court of Claims might re-investigate and re-adjust the matters referred. *It seems unquestionable that the "appeal" here spoken of is not technically an appeal; or, if so, that the court was not to take cognizance of the matter in its ordinary character as a court, but, (say,) somewhat in its origi-*

nal character anterior to the passage of the act of 1863. *There can in the nature of things be no technical appeal from a tribunal in the executive department to one in the judiciary department. If, therefore, the court were to remain a court while reviewing the controversy, it could take cognizance thereof in its original form, i. e., as a broken contract for carrying the mail; but if the "appeal" were to be a true appeal, then the court would be merely a more dignified and better-provided referee for the purpose of informing the conscience of Congress.*

In either case Congress contemplated that the adjustment by the Postmaster-General would not be *final.* It is difficult to suppose that it intended it to be final *for the United States* and not final *for the claimant.* Congress did not mean to say to the claimant, "You may have your wish, and if not satisfied therewith, then another chance; meanwhile the United States will abide whatever happens." Its reason for not providing *expressly* that the action of *the accounting-officer* should not be binding on the United States (as it had done in favor of the claimant) was no doubt the presumption that such action would certainly be returned to Congress for a final determination. Both parties must be bound, or neither; if the claimant were not bound by the adjustment, (*proprio vigore*, that is, and not because of his own subsequent acquiescence therein,) so also were not the United States.

If the United States were not bound by it, it could of course constitute no cause of action against them.

In addition I remark that the resolution of July, 1870 had been *repealed* before the commencement of this action.

This repeal, at all events, put an end to the power to "appeal" to the Court of Claims, provided thereby.

It seems improbable that by repealing the resolution of July, 1870, Congress intended to leave the claimant in possession of all the right already possessed by him excepting that of *appealing* from the adjustment; supposing, I mean, that right to be, as suggested by the claimant, simply one of bringing a plain action to enforce a clear award; whereas if the right were merely that of coming back before Congress with the advantage of a favorable report, there could be no such objection.

I therefore submit that in limiting its action to a mere repeal, Congress apprehended that if the claimant were allowed to prosecute the "appeal" to the Court of Claims, such appeal might result in giving to the claim a quality which would not belong to it under the action of the Postmaster-General, *i. e.*, might transfer it beyond the ordinary control of Congress; inasmuch as it might be said that a judgment thereupon in such court stood upon the same footing with its other judgments.

I do not see what practical result other than that suggested above could attend such repeal under the view taken by the claimant as to the finality of the action of *the accounting-officer*, inasmuch as such repeal was not necessary to prevent payment, seeing that no appropriation, or order upon money "not otherwise appropriated," had been made in its favor by Congress.

Upon the whole, the decision in Gordon's Case, (7 Wall., 188) covers this, as it is evident, from the principle there declared as to the nature of adjustment of claims by executive officers under references by Congress, that

the foundation of the present action is not *an award*, that being the only head of jurisdiction conferred upon the Court of Claims to which the subject of contention upon which the present action is founded bears any resemblance. I refer also to the opinion in this case of the learned court below. (Record, p. 24 *et seq.*)

S. F. PHILLIPS,
Solicitor-General.